

The complaint

Mr B complains about Royal & Sun Alliance Insurance Limited ("RSA") for issues he experienced in contacting them, and in their decision to decline his home emergency claim. He wants RSA to increase its offer of compensation.

What happened

Mr B owns a rental property which he lets to tenants. He insures that property with RSA and has home emergency cover.

In November 2022, Mr B's tenant alerted him to a leak in the property, coming from an upstairs radiator.

Mr B tried to contact RSA to lodge a claim but was unable to get through for a long period. He received recorded messages telling him that the wait times were short and then waited much longer.

When Mr B finally got through to an agent, he lodged his claim and asked for an engineer to attend the property as soon as possible.

RSA declined his claim on the basis of an exclusion. He requested call backs but these were not made.

Mr B had to engage a private engineer to fix the leak, at a cost of around £380.

Mr B submitted a complaint to RSA.

RSA accepted that he had experienced delays in contact and accepted that it ought not to have declined the claim. RSA agreed to reimburse Mr B the cost of his private engineer and it paid this in December 2022. RSA also offered Mr B £120 compensation for his distress and inconvenience.

Mr B was not happy with this and contacted us.

Our investigator considered this complaint and did not recommend that RSA do anything more, on the basis that the offer of reimbursement and £120 compensation was in line with what we would ask businesses to do in similar circumstances.

Mr B did not accept this view and asked for an ombudsman decision.

Since that time, RSA has sent its final response and increased its offer of compensation to £200.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

There is no dispute in this matter that RSA was wrong to decline the claim, and that it did not provide a good customer service in terms of contact and returning Mr B's calls. RSA acknowledged this promptly and reimbursed the costs of Mr B's private engineer.

Mr B's remaining issue is about the level of compensation offered by RSA and whether this is reasonable.

I have borne in mind that Mr B does not live in the property, but that he has described the effects on him as being seriously inconvenienced in having to arrange a repair privately, and that his tenant has added to his stress.

I have also considered that Mr B is a landlord and so some inconvenience is to be expected from issues arising at his property. He can reasonably expect RSA to respond to those issues, but there would always be some inconvenience caused by a leak arising at all.

I have also considered that in this matter RSA responded and acknowledged its mistake quickly, and reimbursed Mr B swiftly, preventing him from being out of pocket for very long. It made an offer of compensation shortly after the event and has increased this later.

In my view, the initial offer of £120 was in line with awards we would make in similar circumstances, and I agree with my colleague that we would not usually ask RSA to increase this.

RSA has chosen to increase its offer of compensation which is, I'm sure, welcomed by Mr B and I am satisfied that RSA has responded to what went wrong promptly and reasonably.

As a result, I agree with my colleague, and I do not ask RSA to do anything further.

I understand that Mr B considers that RSA should pay more compensation to him, but I have not seen evidence that this is warranted.

My final decision

For the reasons given above, I do not uphold Mr B's complaint and I do not ask Royal & Sun Alliance Insurance Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 12 September 2023.

Laura Garvin-Smith
Ombudsman