

The complaint

Ms P complains about Royal & Sun Alliance Insurance Limited (RSA) and the service both they and their appointed surveyor provided, which she feels led her to incur unnecessary costs repairing a roof at her home.

What happened

Ms P held a home insurance policy, underwritten by RSA. On 14 July 2020, Ms P contacted RSA to make a claim on this policy after she noticed damage to her hallway wall, which she felt was likely caused due to a leak coming from her flat roof. So, RSA arranged for a surveyor, who I'll refer to as "B", to attend Ms P's home and inspect the damage.

B attended on 16 July. And they found the flat roof had deteriorated due to wear and tear, which was likely the cause of any leak coming through that area. So, they declined the claim in full, as this wasn't something covered under the terms of the policy Ms P held.

Following this claim decline, Ms P arranged for the roof, and surrounding areas, to be repaired herself. But the water ingress remained, and Ms P made RSA aware of this in January 2021, explaining she was going to arrange for her own plumber to attend. In April 2021, following excavation work through her concrete floor, a leak was detected underneath Ms P's kitchen. And it was this leak that was causing the damp in her hallway. Ms P was unhappy that B hadn't identified this leak in July 2020, and that she'd incurred unnecessary costs repairing her roof when the roof wasn't the cause of the leak. So, she raised a complaint with RSA.

Ms P wasn't happy with the service RSA and B provided. And she felt B's failure to identify the correct source of the leak led to her incurring costs unnecessarily, which impacted her both financially and emotionally. So, she wanted to be compensated for this.

RSA responded to the complaint and didn't uphold it. They thought B had acted fairly in July 2020 when inspecting Ms P's home, based on the information Ms P provided during the claim notification. And they didn't agree that Ms P had incurred unnecessary costs when repairing the roof, as the roof was found to have deteriorated by B. So, RSA didn't think they needed to do anything more. Ms P remained unhappy with this response, so she referred her complaint to us.

Our investigator looked into the complaint and didn't uphold it. They thought both B and RSA had acted fairly when declining the initial claim Ms P made, based on the information they had available to them at the time. And they didn't think it was likely B would've been able to identify the leak under the kitchen floor at that time, considering excavation work was needed in 2021. Our investigator also didn't think they had any information to show B, or RSA, forced Ms P into incurring costs to repair the roof. So, because of the above, our investigator didn't think RSA needed to do anything more.

Ms P didn't agree. And she provided extensive comments surrounding the way RSA handled her complaint and the delays she experienced surrounding this. Ms P maintained she incurred costs repairing the roof unnecessarily, based on the findings of B, and so, she

maintained her view that she should be compensated for this and the upset it caused. As Ms P didn't agree, the complaint has been passed to me for a decision.

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.

Having done so, I'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Ms P. I appreciate the damage to her hallway would've been worrying for her. And I recognise Ms P took out a home insurance policy with RSA to help assist her both practically and financially in situations such as the one she found herself in. So, when RSA, based on the opinion of B, declined her claim citing the condition of the roof and it later transpired that the roof wasn't the cause of the damage to her hallway, I can understand why Ms P would look at this decision retrospectively and feel it was unfair. And I can appreciate why Ms P would argue that the costs she incurred repairing her roof herself were unnecessary, as the roof wasn't the cause of the damage she made the claim for.

But for me to say RSA should do something more, such as cover the costs Ms P incurred repairing the roof or compensate her for any upset she's been caused, I first need to be satisfied RSA have done something wrong. So, in this situation, I'd need to be satisfied that an error RSA made directly led to Ms P incurring unnecessary costs. Or, that RSA should've done more to locate the actual source of the leak in July 2020. And in this situation, I don't think that's the case.

Before I explain why I've reached this decision, I think it would be useful for me to explain exactly what I've been able to consider. I note Ms P has provided extensive comments describing her unhappiness at how RSA handled her complaint and the inconvenience and upset this caused her. But complaints handling is an unregulated activity as set out by the industry regulator and so, any complaint and concerns about the way a business handled a complaint falls outside of our service's jurisdiction to consider. So, I won't be discussing this issue any further, nor has it impacted the decision I've reached.

Instead, I've focused on the main area of dispute, which centres around B's inspection in July 2020, and the actions that were taken directly after this. Ms P feels B failed to inspect her home reasonably and so, failed to locate the actual source of the leak. And Ms P feels that if had B had completed a reasonable inspection, she wouldn't have needed to repair the flat roof as the flat roof wasn't the cause of the leak itself. So, I've thought at length about the inspection B completed, and the information B had available to them at the time.

I've seen from RSA's system notes that in Ms P's initial claim notification to RSA, she stated her belief that the leak was likely coming from the roof. And, that the leak itself had been an issue for some time previous to her notification.

I would expect RSA to use the information Ms P provided to provide some direction to B on exactly what B needed to inspect. And as Ms P referred to the roof, I think B were reasonable to consider the condition of the roof and then consider the terms of the policy Ms P held.

In this situation, B found that Ms P's roof had deteriorated and needing replacing. And this

roof was found directly above the damage Ms P was claiming for in her home. So, based on the fact Ms P felt there was water ingress into her home, and B found the roof to no longer be fit for purpose, I don't think I can say B were unreasonable to link the condition of the roof to the damage in Ms P's home. And, as Ms P's policy excluded a claim for damage caused by wear and tear, I don't think I can say B, or RSA, were unfair to decide the claim should be declined at this point.

But I do recognise it transpired that the damage was caused by a leak found underneath Ms P's kitchen. I note this leak was found after the concrete of the floor had been excavated and so, I don't think this would've been noticeable to B when they attended in July 2020. Nor do I think B should've explored this, considering the condition of the roof and the fact the damage was found in the wall attached to it. So, I don't think I can say B, and so RSA, acted unfairly when not completing further inspection work. I also think it's worth noting that RSA have covered the costs required to repair the leak under the kitchen as part of a separate claim.

I also don't think I can say the work Ms P paid for to repair her roof was unnecessary, or that the costs were incurred due to something RSA did wrong. B were the expert appointed to inspect the roof. And so, I think RSA were fair to rely on B's opinion that the roof was damaged due to wear and tear. And as the roof was damaged due to wear and tear, I think it's likely that Ms P would always have needed to repair the roof at some point in time, to ensure water ingress was prevented. And she had an obligation to do so, to ensure she met the conditions of the policy she held. So, I don't think I can say the repair work itself was unnecessary.

And even if it thought it was, I've seen no evidence to show that either B, or RSA, forced Ms P into paying for this work to be completed. While I note B stated this was likely the cause of the leak, it was then Ms P's own decision to instruct a builder to repair the roof. So, it was Ms P's own decision to incur these costs.

So, because of all the above, I don't think I can say RSA have made an error here that means they should compensate Ms P or cover the costs of the repairs to her roof. And so, I don't think they need to do anything more on this occasion.

My final decision

For the reasons outlined above, I don't uphold Ms P's complaint about Royal & Sun Alliance Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 21 August 2023.

Josh Haskey
Ombudsman