

## **The complaint**

Mr T complains about how Royal & Sun Alliance Insurance Limited (“RSA”) dealt with a claim he made on his home insurance policy after his roof was damaged following a storm.

## **What happened**

Mr T has home insurance with RSA. It provides cover for damage to the home caused by escape of water, malicious damage, flood and storm, amongst other things.

In February 2022 during storm Eunice a large section of Mr T’s dormer roof was blown off by a particularly violent gust of wind. Despite his efforts he was unable to put a temporary fix on the roof and so the property suffered further damage from the wind and rain.

Mr T contacted RSA to report the claim. The claim was assessed and accepted by RSA. Mr T and his family had to move into temporary accommodation while the work was carried out. Mr T says there were issues with the repairs – and he spent a lot of time trying to get updates from RSA in respect of the scope of works and the alternative accommodation.

Mr T wants RSA to apologise for the additional distress and worry caused. He wants RSA to reconsider the proportionate settlement application to the accommodation, and a refund of the associated proportionate settlement costs. Mr T also wants compensation for the stress and worry the matter has caused – in particular he has calculated over 100 hours spend resolving issues. Because Mr T remained dissatisfied he complained.

RSA instructed a surveyor to inspect Mr T’s property. Following this RSA said it wasn’t responsible for the water ingress issues Mr T was experiencing. So the complaint wasn’t upheld.

Mr T didn’t agree with RSA and so referred his complaint to this service. One of our investigators looked into things for him. He said he was partially upholding the complaint. The investigator said communication during the claim could have been better, and the updates on claim progress and alternative accommodation could have been more proactive.

The investigator also acknowledged the time spent by Mr T in trying to move the claim along and to get updates. He noted delays in agreeing to extend the alternative accommodation which meant Mr T and his family were moved into a two-bedroom property rather than the three-bedroom home he previously had. The investigator noted Mr C was left to arrange his own accommodation which added to his distress and inconvenience. He said the expert opinion on the roof was there was likely water ingress to the dormer structure for a number of years prior; and this allowed water to penetrate into the structure. The investigator said RSA should pay Mr T £600 to reflect the distress and inconvenience caused – and explained this amount falls within our bracket for when mistakes have caused considerable distress, upset and worry, as well as significant inconvenience and disruption. On consideration of further evidence and testimony the investigator increased the level of compensation to £750.

RSA didn’t agree with the level of compensation recommended by the investigator and so the matter has come to me to decide.

## **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.

I am sorry Mr T finds himself in this situation, with a potential bill for repairs to his roof, I understand that it must be very worrying for him. It's clear that this matter has caused Mr T and his family significant distress and inconvenience; compounded by a lack of communication from RSA and some periods of delay.

I can see from the information provided that Mr T spent significant time and energy in trying to engage with RSA to get his home back into a condition that his family could move back in. And I don't underestimate the stress this had on him and his family.

Notwithstanding the above, my role here is to look at RSA's actions to see if it has acted fair and reasonably, and in line with the terms of the policy. This service's role is not to punish businesses and we are not the regulator, so I'm unable to compel it to change its processes or procedures.

Both parties have provided a large amount of documentation and it's not my intention to go through each document or point raised. I have looked at the main crux of the complaint and detailed my findings below.

Having considered the information provided I'm satisfied there was storm damage to Mr T's roof, and RSA accepted the claim and undertook the repairs. And this is what I would have expected it to do.

Mr T had to move out of his home as a result of the damage and I can see he spent a lot of time chasing for updates about the accommodation, whether the booking would be extended, and worrying about where his family would sleep. I know he's had to move with his family and at one stage his son wasn't living with him owing to the disruption. I agree with the investigator that communication regarding the accommodation was poor; and had RSA acted proactively it's likely there would have been less disruption for Mr T and his family. And so, I'm upholding this part of the complaint.

## **Water ingress**

RSA say the water ingress isn't consistent with the storm damage or with the work its contractors undertook. RSA provided a report from the surveyor who inspected the work following the repairs. The report confirms, *"it is our opinion that there may have been water ingress to the dormer structure for a number of years due to the many shortfalls in the construction details and workmanship. Over time these defects have allowed water to penetrated (sic) into the structure, e.g., inadequate flashing becoming loose and decaying wood have increased the risk for water penetrating through into the internal finishes."* There are also photographs which evidence the defects in the structure. And I'm persuaded by what the report says and shows. I also haven't seen any firm evidence that the expert's report is incorrect.

I understand Mr T feels it is unfair his insurer won't cover the cost of repairing the roof. But the insurer is entitled to rely on the professional opinion of its agents. And when RSA declined to cover those repairs it was explained to Mr T that he could obtain a report from another contractor if he felt RSA were to blame for the damage to the roof. I can't see Mr T obtained another report supporting his position. So having considered the expert opinion

provided I'm more persuaded by RSA's view of the likely cause of water ingress. And so I don't think RSA has acted unfairly here.

I know my decision will be disappointing for Mr T who has already had to pay a significant amount of money to have his house repaired. But, having considered everything I don't think RSA has acted unfairly or unreasonably in declining to cover the cost of repairs to the roof, based on the evidence I've seen.

### **Putting things right**

I can see Mr T had to contact RSA on numerous occasions in order to find out what was happening with the repairs, his alternative accommodation, and the cost of the works. The service provided to Mr T by RSA has fallen short of what I would have expected. RSA didn't provide Mr T with updates regarding the scope of works and there was confusion over the alternative accommodation. Our investigator recommended RSA pay £750 to Mr T to reflect the distress and inconvenience caused by the shortcomings in its service. I'm satisfied this is a fair and reasonable settlement. I say this because I think it fairly recognises the upset caused to Mr T and is in line with our service's approach.

### **My final decision**

For the reasons explained above I'm partially upholding this complaint and direct Royal & Sun Alliance Insurance Limited to pay Mr T £750 to reflect the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 8 January 2024.

Kiran Clair  
**Ombudsman**