

## **The complaint**

Mr S complains about how Royal & Sun Alliance Insurance Limited trading as More Than ("RSA") handled his claim on his home insurance policy.

Mr S has been represented by a family member throughout this complaint. However for ease, I've referred only to Mr S in this decision. All references include the actions of his representative.

## **What happened**

Mr S had home insurance that was underwritten by RSA. In July 2019 he made a claim after noticing cracking at his property. RSA accepted the claim and in the months that followed, the issue was determined to be subsidence caused by a nearby tree. The tree was owned by a third party and RSA contacted them in December 2019 to make them aware and ask that the tree was removed. It was subsequently removed in March 2020.

Following this a scope of works was issued by the contractors in April that year. This was based on their first visit at the start of the claim and Mrs S said it was no longer relevant as the damaged had worsened since then. Due to the Covid-19 pandemic, the contractors were unable to re-attend the property until June 2020.

Following this visit, it took many months for the scope of work to be issued by RSA. And by December 2020 there had been no progress with the claim. Mr S called RSA to explain that there was a leak through his extension roof due to the cracks. RSA agreed to carry out temporary repairs, which were completed that month.

However the second scope of works wasn't received until February 2021. And by this time, the condition of the property had worsened again, so another visit was necessary to update it. This was arranged for March 2021. However due to disagreements about the work required, the scope of work wasn't agreed until September that year.

In December 2021 there was a pre-start meeting with the contractors. However early in 2022 the contractors told RSA that they wouldn't be able to fulfil the job. RSA therefore had to source a new contractor to complete the job. It took many months for this to be confirmed and it wasn't until September 2022 that a new contractor attended Mr S' property to scope the work for themselves.

During this time Mr S had become very unhappy with how the claim had been handled. It had been three years since he raised the claim with no meaningful progress towards a repair. He made a complaint in June 2022.

RSA responded in January 2023 and upheld the complaint. It said it agreed there had been unacceptable delays. It offered £2,000 compensation to apologise for these. It also said it would pay 50% of his heating bills from January 2022, to make up for the extra he was spending due to the cracks.

Mr S didn't think this was sufficient. He said there were five people living in the property and

the £2,000 wasn't enough to recognise the distress suffered by them all. He brought his complaint to this service. Our investigator thought RSA's offer of £2,000 was a fair one.

As Mr S didn't agree, he asked for the complaint to be reviewed by an ombudsman.

### **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 understand Mr S' claim is still ongoing. However this service can only review complaints that have already been considered by the business in question. So as part of this complaint, I am only considering matters up to the date of RSA's final response, issued in January 2023.

After reviewing the correspondence and claim notes throughout the life of this claim, I agree it has been dealt with poorly. While subsidence claims, by their nature, can take a long time to resolve – often years. During the time I have reviewed there has been very little meaningful progress on the claim. And Mr S and his family were not much closer to a resolution over three years after raising it.

When considering how a business should put things right, I can only consider the impact of delays that were outside of their control. And I can see there were some things that RSA couldn't have avoided. For example the small wait for the tree to be removed and the impact of the Covid-19 pandemic that took place during this claim. However on reviewing everything these factors only had a small impact on the claim overall, and if RSA had more proactively moved the claim forward, it should have been resolved much sooner.

The main avoidable delays I have identified are as follows:

- Every time a visit was completed by a contractor, it took many months for the scope to be received, reviewed and shared with Mr S. And this led to, on a number of occasions, the scope being out of date by the time it was provided to him. This created further delays as the scope needed to be re-done three times during this period.
- Mr S had to go to some lengths to demonstrate that the scopes didn't cover all the required work. And each time it took a number of months for RSA to agree to an additional visit and for the work to be re-assessed. This shouldn't have been necessary, and had action been taken more swiftly, this could have led to the work starting soon after the tree removal in March 2020. Yet in January 2023 work was yet to begin.
- The fact that the contractors announced they were unable to fulfil the job in March 2022 would have caused RSA difficulties and caused delays. However RSA took some time deciding what to do next. And when a new contractor was selected it took three months for RSA to answer its queries around the scope of works, which delayed matters further.

Based on this, I think RSA caused some significant delays on the claim. Even when factors outside of its control are considered, it's likely the work on the claim could have begun at least a year, possibly two earlier than the date of the final response.

I have therefore considered the impact these delays have had on Mr S. During this time, I can see that he has had to repeatedly chase RSA for updates on progress of the claim. And

has gone to some lengths to demonstrate the worsening condition of his property and that the scope of works weren't sufficient for the repairs required. Based on his efforts, the scope of works increased by around £28,000. However this would have been both distressing and inconvenient for Mr S.

Further, he was having to live in his property with worsening cracks for three years, with only a small temporary repair being carried out during this time. This would have been very distressing. And, for a period of time, the door to the bathroom was unable to shut fully. This would have been very inconvenient when there were five people living at the property.

Mr S has also explained that he has a medical condition that already causes him some distress, so RSA's poor handling of the claim would have no doubt had a greater impact because of this.

Based on this, I think RSA's offer of £2,000 is a fair level of compensation considering the significant distress and inconvenience it has caused. And this is in line with what I would have directed if it hadn't made an offer.

I understand Mr S' comments about other family members in the property. This service can only award compensation to the person named on the policy. Therefore we can only consider the impact the matter had on that person. However I appreciate that the impact on his family members would have led to a greater impact overall on Mr S, as it would have been distressing for him to experience. And I have considered this as part of this complaint. But I think RSA has offered a fair award based on this.

I note RSA has also offered to pay 50% of Mr S' bills from January 2022. Considering the likely draughts created by the cracks, I think this is fair in the circumstances.

Based on all the evidence, while I can see RSA has provided poor service and caused Mr S some significant distress and inconvenience, I think by offering £2,000 compensation it has done enough to apologise for these. I therefore won't ask it to do anything further.

### **My final decision**

For the reasons I've given, I don't uphold Mr S' complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 16 January 2024.

Sophie Goodyear  
**Ombudsman**