

## The complaint

Mr and Mrs P are unhappy at the way Royal & Sun Alliance Insurance Limited dealt with a storm claim under their home insurance policy.

## What happened

Some of Mr and Mrs P's home, and the exterior, in particular, was damaged during a hailstorm. They made a claim but weren't happy with the way it was handled or the quality of the repairs. RSA agreed to review the repair work that had been done. Mr and Mrs P want to use their own contractors or for RSA to redo the repairs to a higher standard. As agreement hasn't been reached Mr and Mrs P brought their complaint to this service.

Our investigator upheld the complaint. After much debate and discussion, he said RSA should pay the full estimate cost details provided by Mr and Mrs P of £12,985. He also said RSA should consider any costs for the TV aerial and hallway carpet. Our investigator said in view of the poor service Mr and Mrs P received throughout the claim RSA should pay £400 compensation for the distress and inconvenience caused throughout the lifetime of the claim.

Mr and Mrs P confirmed they had received settlement from RSA for the aerial and the hallway and they hadn't involved the use of RSA's contractors to do that work, so these matters weren't an issue. Mr and Mrs P didn't specifically accept the view from our investigator as I think they were a little concerned about what action RSA might take.

So, in my recent provisional decision I said:

*"From the start of the claim I think Mr and Mrs P have been very clear about all of the areas they say were damaged by the claim. Initially they detailed their damage as follows:*

- *Slate roof*
- *Guttering and brackets to the house and conservatory*
- *Conservatory roof – panelling and trims*
- *TV aerial and cable junction*
- *Bedroom window no longer closes due to rain damage*
- *Front hallway flooded*
- *Workshop roof*
- *Apple tree damaged*
- *Plants destroyed*
- *Plant pots broken.*

*Despite the damage Mr and Mrs P said they didn't include the tree, the plants, and the pots within their claim.*

*Mr and Mrs P said responses from RSA to deal with their claim were sadly lacking. They said for a long period they didn't hear anything at all from RSA. Even though the damage occurred in July Mr and Mrs P said the scaffolding for the repairs didn't go up until November. And it didn't come down again until the following February.*

*In view of the areas of dispute in 2022 RSA did arrange for a further site visit to assess the outstanding points. And on the back of this assessment arranged to send new experts "C" to review the outstanding issues. But these experts made Mr and Mrs P very concerned and wary as they felt they were suddenly under investigation. They didn't feel C had been brought in to resolve their claim issues. Mr and Mrs P were asked to attend video recorded interviews as a new and further part of the claim process. After this interview C questioned some of Mr and Mrs P's evidence around items and what was in storage and who was being paid for the storage service. Mr and Mrs P were very upset by this. Instead of the reassessment of the damage leading to a resolution of their claim they felt it led to attempts by RSA to find a way of not settling their claim at all.*

*In terms of the damage bullet points above I'll work through these in the same order.*

*Mr and Mrs P said the main house roof did undergo some repairs, but it wasn't brought back to the condition it was prior to the claim, and there were still issues with broken and untidy tiles.*

*Regarding the guttering and brackets RSA contractors repaired the damaged section. But Mr and Mrs P said that the entirety of the guttering had been damaged. They said their walls were still getting wet every time it rained. Mr and Mrs P said this included temporary repair to the iron guttering at the front of the house to stop it falling off.*

*The conservatory roof is a particular problem with replacement parts unavailable and continuous leaks. Without the parts there doesn't appear to be a complete resolution possible, and Mr and Mrs P noticed that the panels replaced in the December weren't like for like. Some panels had been replaced upside down. Trims weren't replaced either. Regarding the ongoing leaks RSA said rather than taping up the leaks which then caused further damage to the panels Mr and Mrs P should have contacted RSA to resolve it. I don't accept that. The leaks were there after RSA had done the work, so I understand why Mr and Mrs P had to act in the moment when they discovered the roof was still leaking in numerous places after RSA had supposedly carried out a repair.*

*The TV aerial issues have been paid for and resolved.*

*Mr and Mrs P said the bedroom window took on large amounts of water due to the damage caused by the time taken to deal with the claim, and by the lack of repair to the broken guttering.*

*The flood damage to the front hallway has been paid for and resolved.*

*Mr and Mrs P pointed out that their garden workshop was only 18 months old at the time the roof was damaged by the hailstorm. But the real problem as far as they were concerned was that the damaged workshop roof wasn't repaired quickly enough, and this has led to further damage internally. The roof was repaired in February but there was no action on the internal damage. Mr and Mrs P said the interior lining needs to be removed for repair or replacement.*

*Mr and Mrs P were further upset when RSA offered them £334.06 for the repair of the window and no more as it said everything else had been concluded. Mr and Mrs P confirmed again that they would prefer to do all of the outstanding repair work themselves, but they estimated it would cost between £5,000 and £7,000 just to do the conservatory roof alone and several thousands to complete the other outstanding repairs.*

*Mr and Mrs P also confirmed they had to move furniture items in the conservatory and store them elsewhere in their home to avoid them getting damaged due to the ongoing leak problems in the conservatory.*

*All these issues were still outstanding in mid 2023. Mr and Mrs P said there had been no fair settlement offer made. In view of this Mr and Mrs P through their own contractors produced estimated costs for the work they said still needed to be concluded:*

- *House roof – Scaffolding and repairs £2350.00.*
- *Guttering (Previous quote and still valid) £1100.00.*
- *Conservatory roof – replacement (as per the original) £6850.00.*
- *Bedroom window - £2185.00.*
- *Workshop repairs to internal boarding (estimate) £ 500.00.*
- *Total estimated cost to complete the work. £12,985.00.*

*At one point our investigator felt that a new refreshed assessment was needed to unravel the outstanding points. So, RSA appointed “D” to have another look at the claim damage and put forward its findings. I’m not sure this new report is particularly helpful. It doesn’t go into much detail on some of the key points.*

*House roof – the report said, “The roof situation has not changed”, and “The slate tiled roof was repaired but since repairs some additional slates have come loose”. The report continued “The slate roof does need some tiles adjusted which will need scaffolding, but I fear the amount the PH has had quoted for is far more than is needed, which will cover some unrelated issues with the slate roof.” Some photo evidence was provided which D said confirmed “roof slates have slipped, not needing full repair.”*

*Guttering – here the report said “PH wants all the guttering changed as he feels it has had further damage. The PH also claims the front section of guttering also needs replacing; he feels this is due to the original peril.” “On my first visit the PH also pointed out due to the peril the back guttering was now leaking”. The report included photos and concluded “I do not feel the front guttering is part of the claim, it is a cast iron gutter fitting up with a plastic gutter his neighbour fitted which does not match the same profile so is leaking. Perhaps the gutter around the conservatory is valid and should be covered. But not the front as not claim related.” “Front gutter joins with neighbours which do not have same profile so will keep leaking, not claim related.” Regarding the conservatory guttering the report said, “guttering will need renewing.”*

*Conservatory roof – On this point the report said “My initial visit because the contractor reported further issues, as replacing just the sheets was no longer viable, during their attempt to repair the holding bars were damaged, some were damaged due to the peril. The contractor was informed by their supplier that new holding bars could be purchased but had very long delivery times. They ordered only to be told after many chases that the bars were no longer available as now discontinued. Their only option was to remove the entire roof and renew. This was reported via my report which I asked if the insurer could be contacted to see if they would cover the extra costs.”*

*Bedroom window – the report noted Mr and Mrs P claimed, “water was dripping on a wooden window frame, this frame he now claims is beyond repair so would like it to be replaced, this item was not on the original scope of works.” The report continues “The window was not part of the original scope of works so any cost will need to be covered by the claim.” And the report concludes “Rear window not on original scope, PH claims is damaged due to peril, any costs will need to be covered by insurer.”*

*Workshop – “The PH said he was not happy with the way the shed roof was repaired but could not point to any issues, I asked if it leaked, and he said no.” “Workshop repairs, I do not understand what this cost is for.”*

*D’s final report comment was “The insurer will need to agree to extra costs, PH wants to cash settle.”*

*I struggle to understand how this case has gone on for so long. I think Mr and Mrs P have been clear throughout about what they aren’t happy about and what needs to be done. I also think they’ve given details to support why these issues are still a problem. But it seems to me that despite the later interventions by this service neither RSA or those acting as RSA’s representatives want to make definitive decisions on costs and outcomes. And in some instances, there still seems to be a lack of understanding of what Mr and Mrs P are asking for. I really cannot understand why that is. Based on reading of the details provided to this service over the complaint period I’ll work through what I think should be the fair and reasonable outcome for each outstanding issue.*

*House roof – Although I wasn’t particularly impressed with the latest report issued by D I think the photos showing the roof front and back suggests there might be something in RSA’s point that the whole roof isn’t in a bad condition. RSA said it doesn’t all need replacing, and I think that’s fair. Although I have to counter that by noting this is of course based on a roof that had supposedly already been repaired. And if any work was carried out before the photo images and Mr and Mrs P’s points give the indication it wasn’t done to a required standard. Also, based on how this claim has been handled I don’t feel I’m in a position to be able to rely on RSA and its representatives to suddenly act quickly and fairly to get this long outstanding claim resolved.*

*Further, Mr and Mrs P would prefer to get work done themselves and whatever work gets done will require a scaffold. So, I think based on the costs estimate provided RSA should reasonably settle this part of the claim for £1,500.00 which is close to two thirds of the total estimated costs.*

*Guttering – It’s not entirely clear but the impression the report gives is that the guttering to the back of the house and the conservatory is an accepted part of the claim. The report said it doesn’t feel there’s an issue with Mr and Mrs P’s front guttering. It suggests the issue is with the neighbour’s plastic guttering instead, although it does accept that there is leaking. In contrast Mr and Mrs P said they had to do temporary repairs to the front guttering to stop it falling off. Overall, as there’s still a leak at the front which Mr and Mrs P think they need to act upon, and all the other guttering is agreed I think RSA should pay the £1,100.00 estimated cost in full here as a reasonable outcome.*

*Conservatory roof – there doesn’t seem to be much debate about the conservatory roof. It seems accepted that it needs replacing so RSA should pay the estimated amount in full of £6,850.00 to allow Mr and Mrs P to get that resolved once and for all.*

*Bedroom window – despite some commentary from RSA about the window not being part of the original claim the impression given through the report is that the damage is accepted. So, in line with the estimate RSA should pay £2,185.00 for this.*

*Workshop – this is perhaps the most disappointing part of the report. It talks about the roof being repaired. But all parties know that the roof has been repaired. The issue is the damage caused to the inside of the workshop due to the delay in the roof being repaired. I’m not sure how RSA and its representatives got confused on this point. So, I accept Mr and Mrs P’s position that the delay in repairs did cause damage and the internal boarding will need*

*replacing. To keep things moving to a conclusion for Mr and Mrs P I think their estimate of £500.00 is reasonable and RSA should settle for this amount.*

*This creates a total claim settlement of £12,135. Which I think is a fair and reasonable outcome in the circumstances of this case. RSA should add simple interest at 8% per year to the total amount from the date of claim to the date of settlement.*

*Compensation – There's no doubt Mr and Mrs P have suffered poor service, delays, and a lack of communication throughout their claim. I don't understand why RSA and its representatives haven't come up with suitable cash offers or claim settlement options to get the repairs done within the time that has passed. But even with this background its clear to me the impact on Mr and Mrs P goes further than that. When RSA got C involved the claim took a disturbing turn for Mr and Mrs P and they were upset at the treatment they received and the way the language around their claim changed. I can understand that. I think RSA could have dealt with that issue much better and caused less concern for Mr and Mrs P. They were suddenly worried that their claim wasn't going to be paid for at all. Taking all these factors into consideration on top of the clear and obvious delays and accepting that money can never really make up for the distress and inconvenience caused I think RSA should pay £750.00 as compensation here."*

### **Responses to my provisional decision**

Mr and Mrs P had nothing further to add.

RSA had nothing further to add.

### **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.

Based on the responses I see no reason to change anything from my provisional decision and my provisional decision will become my final decision.

### **Putting things right**

- Pay £1,500.00 towards the main roof repair.
- Pay £1,100.00 towards the guttering.
- Pay £6,850.00 for the conservatory roof.
- Pay £2,185.00 for the bedroom window.
- Pay £500.00 for the workshop lining.
- Pay £750 compensation for the distress and inconvenience caused to Mr and Mrs P.

### **My final decision**

I uphold this complaint.

I require Royal & Sun Alliance Insurance Limited to:

- Pay £1,500.00 towards the main roof repair.
- Pay £1,100.00 towards the guttering.
- Pay £6,850.00 for the conservatory roof.
- Pay £2,185.00 for the bedroom window.

- Pay £500.00 for the workshop lining.

And add interest at 8% to the total amount of £12,135.00 at 8% simple per year from the date of claim to the date of settlement.

\*If Royal & Sun Alliance considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr and Mrs P how much it's taken off. It should also give Mr and Mrs P a certificate showing this if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

- Pay £750 compensation for the distress and inconvenience caused to Mr and Mrs P.

Royal & Sun Alliance Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr and Mrs P accept my final decision. If it pays later than this, it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 26 September 2023.

John Quinlan  
**Ombudsman**