

## **The complaint**

Mrs L complains about Royal & Sun Alliance Insurance Plc's (RSA) handling of her claim following an escape of water under her building insurance policy.

## **What happened**

In November 2020 Mrs L returned home to find a spray of hot water and steam escaping in her kitchen. She says this caused damage to a wide area including the kitchen fittings, flooring as well as into the living room.

Mrs L contacted RSA. It inspected the damage and agreed to cover the claim. After an initial assessment, it was suspected that the floor tiles contained asbestos. Following testing this was found to be the case and a specialist was brought in to remove the tiles in December 2020. Works were planned out to ensure the property was dry and to repair and replace the damaged areas.

Mrs L remained living in the property initially. An electrician checked the electrical installation was safe to use. She went on holiday for most of December 2020. When she returned the repairs were ongoing, but alternative accommodation had been arranged for her to stay in an apartment. The repair work took longer than anticipated and the apartment was unavailable for Mrs L to stay in beyond the first week.

RSA struggled to find similar accommodation and a hotel was all that was available. Mrs L found accommodation she thought was suitable, but the company was unable to go outside of its set process and arrange this accommodation.

Mrs L remained in hotel accommodation until she was able to return to her property at the beginning of the second week in February 2021. During this time RSA was able to offer some alternative options for accommodation, but none were suitable for Mrs L. A disruption allowance was provided for the time she was in hotel accommodation calculated at £10 per day, amounting to a total payment of £380.

Kickboards were replaced in the kitchen, but it was found these did not match the rest of the units. RSA subsequently agreed to replace the whole kitchen because of this mis-match. When returning home Mrs L found the kitchen sink drain had been disconnected, when the old washing machine had been removed, causing a leak.

Mrs L felt the standard of communication from RSA was poor, and she had to make regular contact to resolve issues and try and sort out suitable accommodation.

RSA apologised that Mrs L wasn't happy with its service. It said it was unavoidable that some inconvenience would be experienced in these situations. The company partially upheld the complaint, because of the need for Mrs L to arrange a plumber to resolve the issue with the pipework under the sink.

Mrs L wasn't happy with this outcome and referred to this service.

Our investigator decided to uphold the complaint. He thought it was known the kickboards

wouldn't match at an early stage – meaning this delayed the new kitchen being installed. He thought the disturbance allowance while Mrs L was in hotel accommodation was appropriate. But felt the alternative accommodation part of the claim could have been managed and communicated better. He suggested RSA pay Mrs L £300 compensation for these failings.

RSA agreed but Mrs L thought the compensation was inadequate and requested an ombudsman to review her complaint.

It has been passed 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.

Having done so I have decided to uphold Mrs L's complaint. I will explain why I think this is fair.

#### *Alternative accommodation*

After the source of the water leak was fixed, Mrs L remained in her home whilst the damage was inspected, and arrangements made to carry out repairs. RSA's records show she was worried about using the electrical sockets because of dampness. It arranged for an electrician to attend to make sure the installation was safe, which it was confirmed to be. A dehumidifier was put in place and the property was considered "*liveable*" in the period prior to works commencing.

Mrs L says that she had to live in damp conditions while waiting for alternative accommodation to be agreed. I have thought about this point.

From the available information, the issue of alternative accommodation wasn't raised until later in November several weeks after the escape of water. At this time Mrs L asked if alternative accommodation would be needed as she understood she'd be without a kitchen for a while. I can understand this situation was distressing and disruptive for Mrs L. But alternative accommodation wasn't identified as needed, by either party, until the repair works began.

Referring to the telephone records, there are several calls between Mrs L and RSA where alternative accommodation is discussed. These discussions start in late November 2020 and continue into January 2021. I note she initially expressed concern that the accommodation should be close by, and on a bus route as she doesn't drive.

Mrs L was happy with the accommodation first arranged for the end of December 2020. However, when it was understood the works would take longer, RSA was unable to extend the booking at the apartment. Alternatives were offered, but these were considered unsuitable by Mrs L for various reasons. A hotel was then booked for her to stay at.

Mrs L has explained why the hotel accommodation was problematic. She had no cooking facilities and no means to wash clothes. In addition, the hotel offered no food from Friday to Sunday. I understand she regularly visited her sister during this time, because of the lack of facilities at the hotel.

Miss L says she managed to find accommodation online that she thought was suitable. RSA didn't agree to these suggestions. I can understand why she found this frustrating. But I also

accept RSA has its processes to follow when making these arrangements.

Although RSA wasn't able to agree to the accommodation Mrs L had found online, it did offer several different options during the period Mrs L needed alternative accommodation. And it did ensure she was accommodated until she returned home at the beginning of February. Whilst I can sympathise with her position, I don't think RSA behaved unfairly in this respect.

The policy terms say:

*"If your home is uninhabitable as a result of damage to your buildings caused by an event covered under your policy... we'll pay: the additional cost of similar short-term accommodation for your family, including accommodation for any pets living with you".*

Arguably the hotel accommodation wasn't "similar" in that facilities weren't available to launder clothes or prepare meals. RSA did, however, provide a disruption payment for the period Mrs L was in hotel accommodation. This was calculated at £10 per day totalling £380. I think this payment was appropriate given the accommodation lacked these facilities, which meant Mrs L had to rely on visiting her sister.

I note Mrs L says the standard of service and communication from RSA wasn't good in relation to the alternative accommodation. She says it was the apartment owner that first told her this accommodation wasn't available beyond the first week. She says she then had to make RSA aware, so she had somewhere to stay. Mrs L explains that not knowing if she had accommodation, or where this was, caused her distress.

RSA says it contacted its agent to extend the arrangement at the apartment. It's not clear if this was as a result of Mrs L's contact or it was doing this anyway. However, I do think Mrs L should have been kept better informed on the situation with her accommodation. Having considered the available information, I think RSA's communication fell short of what was needed here.

I agree with our investigator that RSA should compensate Mrs L for the distress and inconvenience this caused. I will confirm this below.

*Kickboards didn't match*

RSA explains the original scope of works identified kickboards and end units needed replacing. It says the plan was to match these with the existing kitchen. Its records from December 2020 say, *"there is a small chance they can get a match and contractors are going to try Howdens"*. A note in February 2021 says *"J&B advise they did say the plinths wouldn't match from the start"*.

Mrs L felt it was clear early on that the replacement kickboards wouldn't match, and she had let RSA know her concerns.

I have thought about whether RSA acted fairly in relation to this point.

The policy terms allow RSA the opportunity to either repair or replace damaged items. I note Mrs L has *"Matching Items Cover"*, which says, *"...if a kitchen cupboard is damaged and we can't find an exact replacement, we'll pay to replace all the kitchen units"*.

From what I have read, there was still a chance that a match could be found to allow for an effective repair. When it was found not to be the case – RSA agreed to replace Mrs L's kitchen in full. I think it was reasonable for RSA to attempt the repair initially, this would involve a lot less work and time to complete the repair. But as the kickboards were found not

to match, the policy terms require the kitchen to be replaced, which is ultimately what happened.

#### *Washing Machine/Leaking sink*

Mrs L says her old washing machine was removed but the pipework was not capped off. This resulted in a leak when the sink was used.

In RSA's response to Mrs L's complaint it's not clear on what date or by which contractor the washing machine was disconnected. However, I think it's clear that a contractor acting on its behalf disconnected the machine. When Mrs L subsequently used the sink, water flooded out from underneath because of the way the drain had been left.

It was agreed that a plumber could attend to resolve the problem, which Mrs L arranged.

I think this mishap was avoidable and has added to the overall distress and inconvenience felt by Mrs L. I will consider this in the compensation payment below.

#### *Communication/Service*

Mrs L says that throughout her claim she felt she didn't know what was going on and had to push RSA for information to be provided.

In its complaint submission RSA says Mrs L was particularly concerned that she was told latex flooring would be in place by the time she returned from holiday. This didn't happen until later in January 2021. That she was given assurances her old washing machine would be removed, when it wasn't. And that her neighbour informed her that her sofa was left outside. To do this it meant the external door had to be removed, which RSA said it wouldn't do.

I have read through all the available records in detail when considering Mrs L's concerns.

The records show regular telephone contact from Mrs L to RSA. In a number of these calls she is complaining of a lack of communication. This covers various points relating to the arrangements for repairs to take place. As well as the points highlighted above, Mrs L complained that the flooring contractor didn't wear protective equipment, with respect to the pandemic. She recalls him saying that, "*covid was a hoax*".

With respect to her sofa being left outside, I can understand why this was a concern for Mrs L. She understood the door wasn't going to be removed, and there was potential for damage to be caused to the sofa. RSA's response is that it was necessary to move the sofa so flooring could be laid. It says it was wrapped in plastic whilst it was outside.

Having considered all this, I think there is evidence RSA didn't treat Mrs L fairly. She should have been kept informed of what was happening and when there were valid reasons for plans to change. I accept some inconvenience is unavoidable whilst the claim was handled, and repairs carried out. But I think this was made worse by the lack of proactive updates, and poor communication from RSA.

The available information shows Mrs L instigated a lot of the contact to RSA, this left her feeling unsupported. I can understand that this was a distressing time for her. I think it's fair to say that RSA's handling of the claim added to the distress and frustration.

In summary, although there were some shortfalls in the service provided, I think the available information shows repairs were carried out effectively. When the mis-match was confirmed

with the kickboards, work progressed swiftly to replace the kitchen in full. Overall, I don't think the time RSA has shown it took to reinstate the damaged areas was unreasonable.

That said, I don't think RSA treated Mrs L fairly in relation to communication concerning alternative accommodation, distress caused by the unconnected sink drain, and the overall standard of communication. To acknowledge this, RSA should pay Mrs L compensation of £300.

### **My final decision**

My final decision is that I uphold this complaint, and Royal & Sun Alliance Insurance Plc should:

- pay Mrs L £300 in compensation for the distress and inconvenience she experienced.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 3 December 2021.

Mike Waldron  
**Ombudsman**