

The complaint

Mr D and Ms F are complaining about how Royal & Sun Alliance Insurance Limited (RSA) has offered to settle a claim they made for a damaged conservatory roof.

What happened

In October 2020 Mr D and Ms F contacted RSA to make a claim for some damaged glass in their conservatory roof.

RSA accepted the claim and sent a contractor (A) to look at the damage. A said there were two glass panels cracked, which fitted with Mr D and Ms F's description of what had happened, but that there were other damaged panels and the overall state of the roof was poor, with rotting wood in places.

RSA agreed that it would replace the damaged panels – and Mr D and Ms F agreed to pay for three others to be replaced at the same time. They paid about £660 for the extra glass. When A attempted to replace the panels they discovered that some parts for the struts holding the panels in place were missing – and that these parts were obsolete. A put the old panels back in. Mr D and Ms F complained that the roof now leaked worse than before – and that a door wouldn't shut properly since A attempted repairs to the roof.

A told RSA that although it had looked at ways of making the conservatory watertight, there was nowhere to fix a tarpaulin, or access the roof safely. RSA said it would pay Mr D and Ms F up to £1,000 to make the roof watertight, as that was the limit on its home emergency cover. It said as far as replacing the glass was concerned its liability stopped at replacing the two recently damaged panels.

Mr D and Ms F complained – and RSA didn't respond so they brought their complaint to us. Our investigator thought RSA's offer of £1,000 to make the roof watertight was fair, and that RSA should either pay for installing the two panels if the glass was available, or for the glass and installation if it wasn't. The investigator thought RSA had delayed the claim and should pay £150 compensation to make up for this. She also thought a good resolution to the claim was that, if all five panels needed to be installed, RSA should pay half the cost of the installation, rather than just the cost of installing the two panes.

RSA accepted our investigators findings and told us the glass is available for Mr D and Ms F to use, and delivery can be arranged. It's agreed to pay the cost of installation of the two panels (or 50% of the cost of five) if Mr D and Ms F arrange the work themselves.

Mr D and Ms F didn't think this was fair. They said their home is still being damaged and the family is upset by this and are worried about a lack of security as an external door no longer shuts properly. They say they've contacted a supplier that says the roof can be repaired so it's unfair of RSA to refuse to do this. They also don't see why they should accept and store the glass.

Mr D and Ms F asked for more compensation for their time and the upset – and for RSA to

complete the repair by whatever means necessary.

I issued my provisional findings in November.

In these I said, in summary, that

- RSA had accepted Mr D and Ms F's claim, but its contractor thought additional work needed doing because of the poor overall state of the roof, which was because of age and wear and tear.
- The contractor couldn't repair the roof as some parts were obsolete. And it couldn't make it watertight, as there was nowhere to attach a tarpaulin or access the roof safely.
- By December 2020 RSA had offered to pay up to £1,000 – the limit on the home emergency policy – to make the roof watertight. I thought that was reasonable. Mr D and Ms F haven't taken up this offer or had any work done. I didn't think it fair to ask RSA to pay for any damage that had developed since it attempted to fix the roof. That was because Mr D and Ms F do have a responsibility to minimise damage. They'd said they could get the roof repaired – but hadn't done so. Nor did they appear to have attempted to make it watertight in any way.
- I thought there was clear evidence that the roof was in poor condition generally –it was about 30 years old and some of the wooden supports were rotten. I thought the accidental damage had highlighted other problems with the roof rather than causing them. So I thought RSA's offer to pay for the two damaged panes was fair.
- To make a long lasting repair it seems more of the roof – a further three panes – will need to be replaced.
- I thought five panes of glass were available through RSA's contractor – and that Mr D and Ms F had paid for three of these. I thought RSA should pay half the cost of installing five panes (£542.50), which assumed that RSA's contractor would supply the five panes of glass.
- I thought RSA had delayed the claim and should pay some compensation for this. I thought the £150 suggested by our investigator was a fair amount.

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.

RSA said it would comply with my provisional findings.

Mr D and Ms F responded to say firstly that they have nowhere to store the glass and also that any contractor they've contacted won't use glass provided by anyone else.

I can understand that their second point might be a real issue for them. So we asked RSA if it would pay for the two panes of glass it was responsible for at the cost they were included in Mr D and Ms F's quote. Those panes were estimated at £200 each – so RSA would be paying approximately £400. RSA agreed to pay £950. Once it's done that it won't provide any glass – so Mr D and Ms F's concerns about storing glass fall away.

I've given some thought to the other three panes Mr D and Ms F paid for. But RSA has also sent us some evidence that the amount they paid for these (£659.08) was refunded to Mr D and Ms F in June 2021. So they'll need to buy those panes of glass themselves. If Mr D and Ms F can't find this refund in their financial records I'm sure RSA will provide them with details of how and when the money was refunded if they ask for this.

Mr D and Ms F say RSA agreed to repair the external door to the conservatory, but asked them to find a carpenter to do this during the Covid-19 pandemic, which they found difficult to do. I haven't seen anything from RSA that suggests it agreed to this. And I said in my provisional decision I didn't think RSA need pay for this work. But of course Mr D and Mrs F could use some of the settlement to pay for this work if they choose to.

They also asked, after being told of the increased amount RSA was willing to pay, that I reconsider my initial findings. But I haven't seen any new evidence from Mr D and Ms F that leads me to change my provisional conclusions, other than the revising the amount for the cash settlement..

Taking everything into account I'm going to uphold this complaint, although I'm not going to ask RSA to settle the claim the way Mr D and Ms F want.

Putting things right

To put things right RSA should:

- Pay Mr D and Ms F £950 to settle the claim.
- Pay £150 compensation for the unnecessary delays in handling the claim.

My final decision

My decision is that I uphold this complaint and require Royal & Sun Alliance Insurance Limited to pay Mr D and Ms F the amounts outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Ms F to accept or reject my decision before 28 March 2022.

Susan Peters
Ombudsman