

The complaint

Mr B complains about the poor level of service provided by Royal & Sun Alliance Limited when he made a claim following a water leak in his home. He wants to be reimbursed for the cost of a surveyor's report he obtained.

What happened

Mr B has buildings and contents insurance for his home with RSA. On 22 August 2020 Mr B noticed water damage in his kitchen, his hallway and downstairs toilet and on 24 August 2020 he made a claim on his policy.

RSA appointed a buildings expert to visit Mr B's property to assess the damage. They confirmed that there was a leak but weren't sure of its source. Mr B was told to contact a leak detection company so they could trace and access it. He'd then need to find a plumber to repair the leak. He was told he'd have to cover the cost of the plumber, but he'd be refunded the trace and access cost.

RSA's engineer told Mr B that his kitchen might need to be removed for drying purposes, as he had wall to wall tiles with his kitchen units on top of these. And that his downstairs toilet and sink would also need to be removed.

The leak detection company Mr B instructed attended his property on 4 September 2020 and identified the source of the leak as a faulty stop tap in a cupboard under his kitchen sink. Water had been running down the pipe and under the floor tiles in the kitchen. The stop tap had been installed in July 2017, when Mr B had his kitchen replaced, and the leak started some time after that. But it's not known when. Mr B found a plumber to repair the leak and notified RSA's engineers when this was done.

RSA then appointed surveyors and Mr B's property was inspected on 27 August 2020. Their report, dated 17 September 2020, said assisted drying would be required in the downstairs toilet, kitchen, and hallway. A drying specialist inspected the property on 22 September 2020 and recommended that a tile was uplifted in the kitchen to carry out a drill test to the kitchen floor, to establish if the floor was saturated under the ceramic tiles. But this wasn't authorised by RSA until 22 October 2020. RSA's engineer's then attended Mr B's property on 30 October 2020. They confirmed that the floor was saturated beneath the tiles. They also recommended that the bathroom and hallway tiles be tested for asbestos, which took another two weeks to authorise.

An asbestos survey was carried out on the tiles on 11 November 2020. At that point RSA's assessors closed their case, as the claim had been handed back to RSA to manage. A loss adjuster was then to be instructed to assess whether Mr B should be put in temporary accommodation while the damage was rectified, or whether he could be provided with a temporary kitchen pod.

While Mr B was happy with the initial steps taken by RSA, very little happened after the case was handed back to them. It appears he wasn't told the management of the claim had been handed back to RSA. He contacted the engineers on 29 December 2020 for an update, and

they told him his claim had been passed to RSA's claims team to handle.

Mr B contacted RSA the following day asking for a call from his Personal Managed Adjuster (PMA), who'd been appointed to handle his claim. This didn't happen, but she did email Mr B on 21 January 2021. Once again, he requested a call. As he didn't receive one, he called her on 12 February 2021 and left a message asking her to call him. She didn't call but emailed Mr B on 19 February to advise him that loss adjusters had been appointed to inspect the damage.

On 3 March 2021 the loss adjusters prepared a further report which said that Mr B's floor was still saturated. Because of the work to be done in his kitchen Mr B confirmed he wanted a temporary kitchen fitted. He was told that the company who'd fitted his kitchen were likely to be responsible for the leak. And if this could be established, he wouldn't lose his no claims discount.

Following the loss adjusters visit Mr B emailed the PMA on 11 March 2021 for an update and she replied on 18 March 2021 advising him that contractors had been appointed in relation to providing a temporary kitchen pod.

After this Mr B was contacted about the removal of the asbestos from his floor tiles. And on 20 April 2021 RSA told him that his floor no longer needed drying. As this was contrary to what he'd previously been told Mr B instructed independent surveyors to prepare a report. The cost of the report was £525.

They confirmed that following the stopping of the leak and removal of the floor covering in the toilet and hall, the floor had largely dried out, although a higher reading taken through the pre-drilled holes in the ceramic tiling under Mr B's tumble drier suggested the floor beneath might still contain more moisture than was ideal. They recommended, in May 2021, that ideally the property should be left to dry for another four weeks or so, using a de-humidifier at night and natural ventilation during the daytime.

Mr B says that RSA should cover the cost of this report as due to delays and poor communication, and the change in the advice about the need for drying he'd lost confidence in what they were saying, and he needed to be satisfied that drying was no longer required.

Mr B complained to RSA and they issued their final response letter in May 2021. They accepted they'd failed to call Mr B as he'd requested, the time taken to respond to him wasn't acceptable and said feedback had been given to make sure this didn't happen again. They also said that the PMA they'd appointed had contacted him to address the outstanding issues he'd raised, and she's apologised for her lack of communication and assistance.

In relation to the surveyor's report fee RSA said their contractor had initially recommended that his kitchen and floor be removed to assist the drying process. They reattended to ensure this was still necessary and said it was no longer required. Due to the conflicting information they referred this to a technical manager to review. As Mr B was concerned about the change of recommendation, the contractors spoke to him and followed this call up with a letter explaining the reasons for this. Mr B had since confirmed he was happy for his claim to proceed, and as they hadn't authorised the report, they were unable to refund the cost.

But they offered him £500 compensation for the delays, poor communication and inconvenience the matter had caused him.

Mr B wasn't happy with RSA's response and complained to our service.

Our investigator considered the case and said Mr B's policy says this states an excess of £50 applies for 'Trace and Access' and there's a further £350 payable where there's been an 'Escape of Water'. So, she felt the excesses RSA had applied were correct and they didn't need to refund these to Mr B.

She then considered what Mr B had said about RSA, his No Claims Discount and refunding his policy excess. She said that as he'd made a claim on his policy this impacted his No Claims Discount and his excess was payable, even though another party might have been responsible for the leak.

RSA had accepted that the service they'd provided fell below the expected standard and had offered Mr B £500 to compensate him for this. Our investigator didn't think Mr B had received good customer service and communication from RSA had been poor throughout his claim. As a result of this she felt Mr B had lost faith in RSA. She also said that RSA had left it to contractors to communicate with Mr B, rather than taking control and monitoring progress themselves.

Our investigator also said there'd been delays in the contractors arranging to drill the holes required to check whether the floors were saturated. Mr B hadn't been kept updated about this or the status of the tests to see if his tiles contained asbestos. She didn't think RSA had properly monitored the claim or updated Mr B as they should have done.

Mr B works in a factory and he's told us that he received calls from engineers and contractors at work. This meant he had to stop work and leave the factory floor to answer the calls. And he had to take time off work to accommodate visits from the engineers. Our investigator said this was inconvenient and would have happened less if RSA had planned things better. And she accepted that how the claim had been dealt with had been distressing for Mr B and his wife.

Our investigator considered the explanation RSA provided to Mr B when he was told the drying process was no longer required. She didn't think their initial communication really explained why the drying process was no longer necessary. But she said they then contacted Mr B again providing a more detailed response, which his independent surveyor agreed with. Because this further explanation had been provided, she felt it was Mr B's choice to obtain his own report, and RSA shouldn't be required to cover the cost.

But our investigator felt that the way the claim had been handled, and the poor customer service Mr B had received had caused him considerable distress and inconvenience. And the £500 RSA had offered wasn't enough to compensate him for this. So she recommended the compensation be increased to £650.

Mr B didn't accept our investigator's opinion as he says the service he received from RSA was so bad he couldn't trust what they said.

The case then came to me for a decision. I issued my provisional decision on 8 April 2022. And I said the following: -

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr B wasn't happy with the excess that RSA charged him when he made his claim. He made a claim for a water leak and looking at his policy this clearly states, in Section 1 Buildings Cover, that there's a policy excess of £50 and a further £350 for an escape of water. So I think the excess he was charged was correct. And Mr B has said that he's happy RSA are

going to offset this against the invoice he paid for 'Trace and Access'. He's confirmed that he's been reimbursed the £10 difference between the invoice and his policy excess.

Mr B had a No Claims Discount of seven years applied to his policy premium. He's not happy about this being impacted by his claim, as he's been told that the company that fitted his kitchen are likely to be responsible for the leak. While I appreciate that Mr B didn't cause the leak, he's made a claim under his policy, so this is going to have an impact on his No Claims Discount.

RSA have accepted that the service they provided to Mr B fell below the standard they'd expect and offered him £500 compensation for the distress and inconvenience he'd suffered. I need to consider whether this offer is enough.

Mr B noticed the leak and contacted RSA to make a claim on 24 August 2020. A surveyor's visit was arranged, and they visited Mr B's property on 27 August 2020. The surveyor couldn't locate the source of the leak and told Mr B to contact a trace and access service, and as he had cover under his policy, he'd be refunded the costs. Mr B has said he was annoyed at having to arrange this himself, as he wasn't sure what service he required, and the guide price he'd been given was far less than the prices he was quoted. But he found a leak detection company and they attended his property on 4 September 2020.

The leak was located, and he arranged for a plumber to fix it. He uploaded the trace and access invoice, but it was a considerable time before RSA agreed to offset this against his policy excess.

A drying company attended the property and carried out a survey on 22 September 2020, but it wasn't until late October 2020 that they received the permission they needed to drill holes in the kitchen floor to complete a damp test. They delay here was around five weeks and Mr B had to chase before anything was done. Mr B was told that his floors were saturated.

After the asbestos survey was carried out in November 2020 Mr B heard nothing. And he wasn't told management of the claim had been passed back to RSA. Through January and February 2021 Mr B made many attempts to contact RSA and speak to them about his claim. His calls weren't returned, and it wasn't until 19 February 2021 that he received an email saying loss adjusters had been appointed.

On 1 March 2021 the loss adjusters carried out an inspection and Mr B was told his floors were still saturated and needed drying. Mr B has said he'd tried to rearrange the appointment due to work commitments, but this wasn't possible as he was unable to contact the loss adjusters, despite trying to call numerous times. This caused him some difficulties at work. And as RSA had been so slow in replying to him, he saw no point in contacting them, as the appointment was only a couple of days away.

There were further delays until 18 March 2021 when RSA told Mr B they'd arranged for contractors to remove the tiles from the downstairs toilet. But this was delayed as the contractors couldn't remove the sink and toilet, and RSA hadn't arranged for this to be done. So seven months on from making his claim Mr B felt there'd been little progress.

In April 2021 Mr B says he was waiting to hear how his kitchen floor was going to be removed to facilitate drying, as there were concerns about how this could be done safely, given that there'd been asbestos in the property. He'd packed up belongings from his lounge and kitchen cupboards in readiness for the kitchen being removed.

He chased RSA on 18 April 2021 for an update and the following day received a very brief email saying the kitchen didn't need to be removed and drying could be carried out from the

exposed floor.

Mr B says he was very confused by this as one minute the drying company were saying they needed to remove his kitchen, otherwise he'd have problems with trapped moisture in the floor. And then suddenly this wasn't necessary. And RSA didn't explain why this was no longer required when only a few weeks earlier he'd been told the floors were still saturated.

I agree with Mr B that this communication from RSA was completely inadequate. And simply added to their very poor handling of his claim.

RSA contacted Mr B again on 21 April 2021 saying: -

"I have received further clarification that there is no drying is required as the levels have naturally returned to acceptable levels in the walls and the floors are just above the acceptable level but are expected to stabilise further without any mechanical intervention. You'll be issued a handover certificate and this will include a disclaimer re the kitchen as it was not removed. We do not expect any damage to become apparent but if anything changes please do not hesitate to contact me.

I have approved the costs for the building works and the local builder will be in contact to arrange a start date."

Mr B replied saying he was happy that the kitchen didn't need to be removed but he needed to understand why. As he was concerned about building works going ahead if his kitchen floor was still saturated. RSA arranged for the drying company to speak to Mr B to explain why they no longer felt drying was required.

Had his claim progressed without any difficulties or delays, I think Mr B would have accepted that given the time that had elapsed since the leak was repaired, drying was no longer required. But given how his claim had been handled he was concerned about problems going forward if building works were completed over a saturated floor. So he obtained his own surveyor's report.

Essentially the report Mr B obtained agreed that over time the property had naturally dried out, but said that ideally it should be allowed to dry-out for another four weeks or so, using a de-humidifier at night and natural ventilation during the day. Which should further reduce the moisture levels before the floor coverings and fittings in the toilet were replaced.

I understand that given how his claim had been handled Mr B wanted reassurance that what he was being told by RSA about the moisture levels in the floor was correct. By the time Mr B was told drying was no longer required he says he'd lost all faith in RSA. So I don't think it was unreasonable for him to obtain his own report. And given all he's told us about how his claim was handled I think it's reasonable for RSA to contribute 50% towards the cost of the surveyor's report.

I don't think the £500 RSA have offered is sufficient compensation for the distress and inconvenience Mr B has suffered. Very little progress was made with his claim for weeks at a time, he had to constantly chase RSA and their contractors for information, and communication from RSA was very poor, which resulted in Mr B losing all faith in the information they provided. And Mr B's working life and home life were disrupted far more than should have been necessary and for far longer than they should have been.

So I think the appropriate level of compensation is £750, inclusive of the £500 RSA have already offered.

So my provisional decision was that I upheld Mr B's complaint.

Since I issued by provisional decision RSA have told us that they accept my findings. And Mr B has said that he's prepared to accept what I've said and draw a line under the matter.

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.

Since both parties have accepted my provisional decision, I see no reason to review my findings.

My final decision

For the reasons set out above, and in my provisional decision, my final decision is that I uphold Mr B's complaint about Royal & Sun Alliance Insurance Limited.

And to put things right I require them to do the following: -

- Pay Mr B £262.50 being 50% of his surveyor's fee.
- Pay Mr B £750 compensation for the distress and inconvenience he's experienced as a result of their poor handling of his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 26 May 2022.

Patricia O'Leary
Ombudsman