

The complaint

Mr and Mrs D complain about Royal & Sun Alliance Insurance (RSA)'s handling of their buildings insurance.

All references to RSA also include its appointed agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again in full here. Instead I'll focus on giving my reasons for my decision.

My decision focusses on events up to RSA's submission to our service in December 2021.

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 and Mrs D feel strongly about what has happened. I want to assure them I've read and considered everything they've said very carefully – including the journey of the claim and their experience.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- I appreciate the experience and issues Mr and Mrs D have described, the total time the claim has been outstanding and delays that were not of their making. But it's not unusual for claims of this nature to take some time to be resolved. So, this means I won't be holding RSA responsible for delays I believe were reasonably unavoidable.
- From looking at the journey I can see there have been a number of issues throughout the claim that have caused delays that were reasonably avoidable. Including delays to requesting site investigations and monitoring, the subsequent report, delays in receiving the arboriculturist's report, in signing off action following monitoring concluding, removing asbestos discovered at the property and several instances of RSA going back and forth with contractors before a final scope of work could be issued.
- I can see also Mr and Mrs D have contacted RSA several times during the claim to highlight their concerns with RSA and its handling of the claim. These include calls not being returned, issues with RSA's contractors, a lack of contact, a lack of clarification and a lack of updates.
- There was additionally a delay from when Mr and Mrs D initiated the claim to the first visit at the address. Mr and Mrs D feel this was also an avoidable delay. However, I'm satisfied the issues that caused this delay were industry wide and weren't avoidable.
- Mr and Mrs D say RSA should have ensured they were adequately resourced to cope with the demand. I have power to require businesses to compensate for loss or material distress or inconvenience, and to direct a business to take action in relation

to an individual. But I don't have the ability to order a business to change its practices in a more general way – such as its recruitment.

- I've considered Mr and Mrs D's thoughts on the level of compensation our investigator recommended. It's clear from what they've said that RSA's handling of the claim, avoidable delays, and their experience with interacting with RSA and its agents, has caused them substantial distress and upset. For this they have my natural sympathy.
- However, considering everything I've set out above, I do think £1,000 compensation adequately reflects the trouble and upset they've been caused by RSA. I am not therefore minded to increase this amount.

So for these reasons, I uphold this complaint.

My final decision

My final decision is that I uphold Mr and Mrs D's complaint.

To put things right, I direct Royal & Sun Alliance Insurance to pay Mr and Mrs D £1,000 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs D to accept or reject my decision before 6 September 2022.

Michael Baronti
Ombudsman