

The complaint

Mr Y complains that Royal & Sun Alliance Insurance Limited (RSA) delayed repairing his property under his home emergency cover following a roof leak caused by slipped tiles. He also complains that they provided him with a poor service.

Another business has carried out the complaint handling for this complaint. But I'll only refer to RSA in my decision.

What happened

Mr Y said he contacted RSA on 30 December 2020 to report a leak in his roof. He said the adviser he spoke to didn't understand that although his property is three storeys high – including the attic – the issue related to missing tiles on the second storey roof. The claim was accepted and RSA assigned a contractor to survey the damage.

Mr Y followed up on his claim on 31 December 2020. RSA told him that the contractor they'd assigned has passed on the job as they couldn't work on three-storey properties. RSA said they'd look for another contractor who could complete the work. Mr Y called RSA again on 1 January 2021 for an update. They told him there were delays due to the bank holiday and the difficulty in finding a contractor who could work on a three-storey house.

RSA found out on 2 January 2021 that another of their contractors might be able to attend the property on 4 January 2021, dependent on the weather. They updated Mr Y when he called then for an update on the same day. They also told Mr Y that he could find his own roofer to complete the repair if he preferred, but he didn't want to do this.

On 4 January 2021 the second contractor told RSA that they couldn't complete the repair without scaffolding, due to the number of storeys. RSA called Mr Y again on 5 January 2021 to explain the situation. They said that if he put scaffolding up, they would do the work. They told him his buildings and contents insurer might cover the cost of the scaffolding.

Mr Y didn't agree with RSA as he said that the issue related to the leak was on the second floor. He sent in pictures to evidence this. So he didn't consider that scaffolding should be needed. And he complained to RSA, as he wasn't happy with the delays and the poor service.

RSA spoke again to Mr Y on 12 January 2021. He told them his property was still damaged. And that he'd found the claims team to be rude, and that they'd failed to keep him updated. RSA called their first contractor to ask them to confirm why they'd said scaffolding was needed, given the issue was on the second storey. The contractor said that the property was still classed as three storeys. RSA also asked their second contractor to reconsider the work required.

On 13 January 2021 the second contractor agreed to attend the property to assess the claim. They said that the picture of the property suggested that it was taller than a regular two-storey house, which they said was usually about 4.7 metres high. They said that their insurance only let them work from a ladder for properties slightly taller than an average two-

storey property. And otherwise they would need a different form of access.

RSA told Mr Y what their contractors had told them. Mr Y was unhappy, as he'd previously been told the problem was related to the number of storeys, not a specific height. RSA again gave Mr Y the option of using his own contractor, but he didn't want to do this as he thought it might be difficult to get his money back. RSA tried unsuccessfully to source a contractor who could carry out the work. I understand that at this stage, Mr Y agreed to find his own contractor.

Mr Y said he found a contractor who could do the required work without scaffolding. They sent a quote and a breakdown of costs to RSA on 19 January 2021. RSA agreed to pay Mr Y's contractor directly so he wouldn't be out of pocket.

RSA issued their first final response to the complaint on 4 March 2021. They didn't uphold the complaint. They apologised for the delays. But said that they'd been caused by the poor weather and the health and safety needs of the contractors due to the height of the property.

For various reasons, Mr Y's contractor was delayed from doing the work until 15 March 2021, when the repairs were completed.

Mr Y was still unhappy, so RSA issued a further final response on 8 April 2021 after the work had been completed. They didn't uphold the complaint. They acknowledged that Mr Y's property wasn't a three-storey property for the purposes of the claim, but said that their contractors hadn't been able to work on it without scaffolding as it was above average height for a two-storey house. They acknowledged that Mr Y's contractor had been able to complete the repairs without scaffolding.

RSA also covered Mr Y's concerns about the service he'd received from the claims team. RSA said they'd reviewed the calls he'd had with them. They said they felt that more empathy could've been shown to Mr Y, given the delays he'd experienced. They said they'd provided feedback to the call handler in question. They said that Mr Y himself had told the original call handler that his property was three-storeys. And that this had caused confusion.

Mr Y wasn't happy with this response, so referred his complaint to this service. In addition to his other complaint points, he felt RSA had tried to close his complaint down without his permission. He said the leak had caused water damage to his bedroom ceiling and that he'd not been able to sleep in the bedroom. He said this had been inconvenient. He said he'd had to chase RSA for updates. He wanted RSA to refund the £25 excess he'd paid and to give him compensation for the inconvenience they'd caused.

Our investigator considered that the complaint should be upheld. He felt that Mr Y had

experienced delays which could've been avoided. He didn't consider that RSA had gathered enough information at the start of the claim. And felt that if the specific location of the leak had been confirmed earlier on, an appropriate engineer would've been found sooner. He also felt that Mr Y hadn't been kept updated throughout the course of his claim. And that he hadn't always been treated with empathy. He thought that a fair amount of compensation under the circumstances would be £100.

As agreement couldn't be reached, the complaint has come to me for a final review.

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'm going to uphold it. I agree with our investigator that RSA could've found out earlier that Mr Y's property wasn't really three-storeys high for the purposes of his claim. I'll explain why.

Mr Y's position is that RSA failed to understand that the problem was connected to his second storey, not his third storey. He considers that this caused delays and led to prolonged inconvenience for him. He also feels that RSA didn't update him as often as they should have. And that they didn't always treat him empathetically.

RSA's position is that none of their listed contractors were able to carry out the required work without scaffolding – which the policy wouldn't cover the cost of – due to the height of the property. Therefore they don't agree that they were responsible for the delay to the repairs. They acknowledge that they could've shown Mr Y more empathy in one particular call he'd had with them, but that they had shown him empathy in other calls. They didn't agree that they didn't regularly update him. They said there'd been a total of 46 calls to and from Mr Y, which they felt showed that they'd kept him informed of the process.

RSA have provided a number of calls to this service, including the one Mr Y said showed a lack of empathy. I've listened to all the calls provided. I've also reviewed all of the other information provided by both parties.

RSA also said that they hadn't needed to get more information from Mr Y during the initial assessment as he had clearly answered the questions they'd asked him. They shared a list of the questions that were asked. I'll cover this point first.

Should RSA have realised sooner that the roof damage could be repaired with no scaffolding?

From what I've seen, the questions RSA required their call handlers to ask didn't cover identifying the storey at which the roof damage had occurred. RSA did identify that the property was a three storey one, and that the roof damage was causing a leak to a bedroom ceiling. They said that Mr Y had told them his property was a three-storey one, and that this had caused the confusion.

During the initial claim call, RSA asked Mr Y how many storeys his property had. And Mr Y told them it had three. However, RSA didn't ask any further questions about the location of the damage.

Mr Y did actually explain exactly where the damage was located on a call to RSA the day after the initial claim call. He said:

"The problem's on the normal house roof. The roofer doesn't need to get onto the dormer to resolve the issue".

Mr Y also told RSA on 5 January 2021 that the damaged tiles were only on the second storey. And that there was no issue with his dormer (third storey) roof.

From what I've seen, RSA struggled to understand what had happened. This must've been very frustrating to Mr Y. However, RSA did ask two different contractors to assess the damage. Both gave what I consider reasonable reasons for not being able to carry out the work without scaffolding. RSA also said that none of their listed contractors would've been able to carry out the repairs without scaffolding given the height of the property. This is contrary to Mr Y's experience as he was able to find a contractor who could carry out the

work without scaffolding.

From what I've seen, RSA took reasonable steps to progress Mr Y's claim. Their contractors assessed the damage, and weren't able to carry out the repairs without scaffolding due to their own health and safety requirements. It wouldn't be fair or reasonable for me to hold RSA responsible for this.

However, I acknowledge that RSA could've been clearer with Mr Y from the outset about the potential need for scaffolding given the height of the property, rather than because it had three storeys. I can see why this would've caused Mr Y frustration, as he knew the issue with his roof wasn't at the third storey level. I also consider that if the specific location of the leak had been confirmed earlier on, an appropriate engineer would've been found sooner. I say this because if RSA had confirmed to Mr Y earlier in the claim that none of their contractors could carry out the repairs without scaffolding, I'm persuaded that he would've chosen to find his own contractor sooner.

I next considered if RSA kept Mr Y appropriately updated throughout his claim. And if they treated him with empathy throughout.

In order to assess if RSA kept Mr Y updated throughout the claim, I've produced a concise timeline of the claim based on RSA's complaint notes.

Customer service issues

30 December 2020 - Claim reported and accepted. £25 excess taken.

31 December 2020 – RSA looked to allocate a contractor to the property.

1 January 2021 - RSA told Mr Y that due to the bank holiday and the fact that his property was three-storey, there may be delays. The notes record: *"PH OK with this, keep updated"*

2 January 2021 – RSA told Mr Y that their contractor may be able to visit his property on Monday if the weather didn't prevent the visit. They also told him that he could employ his own contractor if he preferred. Mr Y didn't want to do this.

4 January 2021 - RSA note that their contractor is to visit the property. They told Mr Y that if the engineer stated that scaffolding was required this wouldn't be covered under the policy. The notes record that Mr Y understood.

5 January 2021 – Mr Y disputed that his property was three-storey. He agreed to send pictures to RSA.

12 January 2021 – Mr Y was unhappy with the lack of service. It was two weeks since he reported the claim. He said RSA hadn't updated him and the damage to his roof was still there. RSA called their first contractor to check why they'd felt scaffolding was needed. They explained why. They also noted that their second contractor couldn't do the work either as the property was too high.

13 January 2021 – RSA told Mr Y that they'd spoken to all of their listed contractors and none were able to work on a property of his property's height, so scaffolding would be needed.

19 January 2021 – RSA reviewed the complaint and considered that Mr Y had caused confusion by telling them his property was three-storey.

20 January 2021 - RSA agreed to cover Mr Y's contractor's costs and offered to pay him directly.

21 January 2021 – RSA noted that the Mr Y's contractor had a backlog due to the bad weather, but would attend on 5 February. They agreed to follow up with Mr Y on 6 February after the repairs had been completed.

26 January 2021 – RSA noted that the repairs hadn't been carried out yet due to the contractor needing to self-isolate due to his wife testing positive for coronavirus.

18 February 2021 – Mr Y told RSA that his contractor had attended that day but it hadn't been safe to do the work due to high winds.

4 March 2021 – First final response letter sent. Mr Y said his complaint points weren't all covered.

18 March 2021 – RSA noted that the repair work had now been completed.

From this, and from other information provided by both parties, I can see that RSA generally kept Mr Y updated. However, as our investigator noted, there don't appear to have been any updates between 5 January 2021 and 12 January 2021. And Mr Y didn't have full use of his bedroom during this time.

RSA said that they'd agreed to wait for the pictures Mr Y had agreed to send. They said this was why they hadn't updated Mr Y between 5 January 2021 and 12 January 2021.

From the evidence, the delay from 19 January 2021, when RSA had accepted that the repair work could be carried out by Mr Y's own contractor, and 15 March 2021, when I understand the repair work was finally completed, wasn't in RSA's control. Therefore it wouldn't be fair or reasonable for me to hold them responsible for his period of delay. Or to say that they should've provided more updates during this period. From what I've seen, RSA did try to ensure the claim was progressing over this period. And agreed to follow up to check that the work had been carried out.

However, I earlier concluded that Mr Y could've found his own contractor sooner if RSA had confirmed earlier that none of their contractors could carry out the repair work without scaffolding. The timeline above shows that it took RSA two weeks to tell Mr Y that none of their listed contractors was effectively available. I consider that RSA could've explained to Mr Y after their second contractor had told them they weren't able to carry out the work without scaffolding that it could be the case that none of their contractors would be in a position to carry out the repair work without scaffolding. This would've meant that Mr Y could've looked for his own contractor two weeks earlier than he did.

I acknowledge that RSA did generally keep Mr Y informed. And I can see that they took reasonable steps to find a contractor in the first instance. I also note that they agreed to use Mr Y's contractor and to pay him directly. But I consider they could've told Mr Y sooner that it may be beneficial for him to employ his own contractor.

In their second final response letter, RSA said they reviewed the call recordings and acknowledged that one of their call handlers hadn't been as empathetic as they should've been, particularly given the delays Mr Y had experienced. I've now heard a recording of this call. I don't think the call handler acted particularly badly, but RSA have acknowledged that she could've been more empathetic. I agree with our investigator that in such circumstances, an apology may not be enough. However, I have listened to a number of other calls between Mr Y and RSA and I consider that for the most part, the call handlers acted as I would've

expected.

Mr Y also complained that he received an incomplete final response letter before his claim had been fully resolved. This made him feel like RSA were trying to close his complaint down without his permission.

I can understand why Mr Y felt this way, but from what I've seen, his claim was still being progressed. RSA were acting within guidance when they sent their first final response letter. They explained that Mr Y could refer his complaint to this service when they sent the first final response. But I understand that Mr Y agreed to give RSA more time to complete their investigation after the repairs had been completed. I consider that this approach was fair and reasonable. And I don't consider that RSA did anything wrong here.

Overall, I consider that RSA could've reduced the delays to the claim by up to two weeks if they'd better understood the situation in the first instance. The delay prolonged the inconvenience Mr Y was living with. RSA have also acknowledged that they weren't always empathetic to Mr Y. I don't agree that RSA should return the excess as they have accepted and paid for the claim.

I understand that Mr Y doesn't agree that £100 is sufficient compensation. But, based on what I've seen, I consider that it is reasonable under the circumstances. I uphold this complaint, for the reasons I've discussed.

Putting things right

I require Royal & Sun Alliance Insurance Limited to pay Mr Y £100 compensation for the inconvenience caused by the delays to his claim, and for the lack of empathy they consider one of their handlers showed him.

My final decision

For the reasons given above, I uphold this complaint. I require Royal & Sun Alliance Insurance Limited to take the actions detailed in the "Putting things right" section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 18 July 2022.

Jo Occleshaw
Ombudsman