

## **The complaint**

Mr and Mrs B complain about Royal & Sun Alliance Insurance Limited (RSA)'s proposed settlement of their buildings insurance claim.

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 here. Instead I'll focus on giving my reasons for my decision.

## **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 agree with the conclusions reached by the investigator for these reasons:

- It's not in dispute that subsidence has occurred at Mr and Mrs B's property. However, RSA feel this isn't the main cause of all the damage being claimed for – such as the bay window and dropping in the floor level.
- Because of this RSA feel these should not be included in the claim. It has however, proposed to repair some cracking in the area around the bay window.
- Mr and Mrs B's appointed surveyor said the damage appears to have been caused by the tree roots identified as the cause of the subsidence. They said the roots from the trees had shrunk sub soil and resulted in the base of the window sagging and rotating outwards.
- In their report, the surveyor references photos of the windows from reports regarding the property in 1995 and 1996. They comment the windows are 'slightly out of plumb' and that though some cracking was observed, it was at a lower level.
- RSA agreed the roots had caused the rotation, but said cracking observed around the bay had not significantly increased enough from existing cracking for it to be consistent with the subsidence damage – and the issues with the bay are likely to be historical and down to age related wear and tear.
- There was previous movement at the property and a subsidence claim was made prior to Mr and Mrs B purchasing the property – over 25 years ago. However, I can see following a period of monitoring, no work was carried out, which suggests there has been no further movement until the most recent episode of subsidence.
- RSA have offered other explanations for the primary cause of damage such as historical movement and inherent defects. But this isn't supported by evidence from further investigations. It's been established there is subsidence and it's been agreed by the both RSA and Mr and Mrs B's surveyor that it has played a significant role in the rotation of the bay window.
- Mr and Mrs B's surveyor has also commented on the change in the distortion of the bay since the damage previously observed in 1996.

- So, considering what's been set out above, I'm more persuaded by what Mr and Mrs B's appointed surveyor has said. And the damage has been caused by the subsidence.
- It is noted by RSA that Mr and Mrs B are unable to open the windows. RSA are obligated under the policy to provide a lasting and effective repair. So, if it can repair the window, and any associated damage, effectively, it should do so. However, if this cannot be achieved, it should then consider a replacement.

So, for these reasons, I uphold this complaint.

### **Putting things right**

RSA should consider the damage to bay windows, and the related dropped flooring, as part of any claim settlement or repairs.

### **My final decision**

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

To put things right, I direct Royal & Sun Alliance Insurance Limited to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 13 October 2022.

Michael Baronti  
**Ombudsman**