

The complaint

Mrs D complains about Royal & Sun Alliance Insurance Limited's handling of her 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.

My decision focusses on events from RSA's final response to Mrs D in November 2019 up until the date it provided its submission for this complaint, to our service in November 2021. Any reference to events outside of these timeframes is purely for contextual reasons.

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 Mrs D feels strongly about what has happened. I want to assure her I've read and considered everything she has said very carefully in reaching my decision.

However, my findings focus on what I consider to be the central issues, and not all the points raised. This isn't meant as a discourtesy. The purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by Mrs D and by RSA and reach what I think is a fair and reasonable decision based on the facts of the case

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

- I appreciate what Mrs D has said about the claim, the length of time it has taken and the disruption it has caused to her life. 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.
- Having looked at the journey of the claim after November 2019, I do think RSA could have been more proactive in progressing matters.
- Level monitoring took place at the property until August 2020. This isn't unreasonable, as RSA needed to see if movement was still occurring, but a meeting to discuss its findings wasn't in place until March 2022 – around nine months after monitoring was complete.
- I think RSA should have been proactive in arranging temporary repairs at Mrs D's property. RSA's site notes from July 2019 had already acknowledged the need for temporary repairs. But I can see Mrs D had to chase RSA for repairs to take place.
- I've considered RSA's comments that Mrs D wanted full repairs, but it could only offer temporary repairs at that time. However, this was only offered when Mrs D chased RSA. And even if these had been arranged amicably there is still a significant period

where there were delays in the claim progressing.

- The original repair method was shown to have failed due to ground investigations not being completed previously to the correct depth. And this had resulted in the claim continuing. So, Mrs D's confidence in RSA's handling of the claim had already been impacted. I think the ongoing impact from the claim having to continue would be stressful and I think RSA had an opportunity to correct matters and should have done so proactively to bring them to a conclusion as quickly as possible. But considering what I've set out above, I don't think it did this and the claim has suffered from further delays as a result.
- RSA says sloping reported in the Kitchen is historic. However, I've not seen anything that persuades me this is historic and owing to a cause other than subsidence. So, I think it's reasonable RSA address this as part of the claim.
- I've considered Mrs D's thoughts on the level of compensation our investigator recommended. It's clear from what she's told our service, that RSA's handling of the claim and the avoidable delays has caused her substantial distress and upset. For this she has my natural sympathy.
- However, considering everything I've set out above, I think the £1,200 compensation recommended by our investigator is in the region of what I believe adequately reflects the trouble and upset she's been caused by RSA. So, I am not therefore minded to increase this amount.
- I can see RSA have acted on our investigator's recommendation for a point of contact within RSA, not just via the adjuster. Should there be a need to change the point of contact, I'd reasonably expect it to keep Mrs D proactively informed.
- I'm aware there are ongoing issues and Mrs D remains unsatisfied with RSA. However, where situations keep developing, we can't keep amending and adapting our assessments to suit. If Mrs D remains unhappy, she will need raise a further complaint RSA in the first instance and may then decide to refer it to our service if unhappy with its response.

So, for these reasons, I uphold this complaint.

Putting things right

To put things right RSA should:

- Provide Mrs D with a direct point of contact within RSA for her claim.
- Consider the sloping in the Kitchen under the claim.
- Pay Mrs D £1,200 compensation.

My final decision

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

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 10 October 2022.

Michael Baronti
Ombudsman