

## **The complaint**

Mr F complains about how Royal & Sun Alliance Insurance Limited (RSA) handled a claim on his home insurance policy. Reference to RSA will include those who acted on its behalf.

## **What happened**

Mr F's house suffered a water leak in a shower room in early August 2020. As water was leaking from behind some tiles, Mr F contacted RSA who told him to call an emergency plumber. Mr F arranged for a plumber to come who then fixed the leak. In order to do this, the plumber had to remove some tiles and a shower door which had been fitted in such a way to make its removal impossible without damaging it and other parts of the bathroom. Mr F paid the emergency plumber £115 for the work.

Mr F made a claim under his buildings policy. RSA asked Mr F to provide a quote for the work that needed doing. Mr F struggled with this as many trades were busy due to the impact of the covid lockdowns, but he managed to get a quotation for the work to RSA in early September 2020 for a total of £4,000.

RSA thought the quote was too high and asked Mr F for some clarification. Mr F answered RSA's questions and it appointed a loss adjuster who estimated the loss at around £1,900. It then appointed a contractor to do the work.

RSA's contractors were booked to commence the work in late April 2021 but didn't attend. The work was rebooked for mid-June 2021 but again, the contractors didn't attend.

Mr F was unhappy about the delays with his claim so he complained to RSA and asked for a new contractor to be arranged as he wasn't happy that the existing one hadn't arrived twice. Around this time, RSA re-assessed the claim at a total reserve of £3,805.

RSA didn't send Mr F its final response to his complaint within eight weeks, so Mr F referred his complaint to this service.

Our investigator looked into Mr F's complaint and upheld it. He said RSA caused unreasonable delays in handling Mr F's claim. It hadn't kept him up to date with what it was doing and used contractors who hadn't turned up for various appointments. Mr F had to chase RSA repeatedly and these delays caused Mr F and his family significant trouble and upset as a result.

He said RSA should handle Mr F's claim as a priority and it should pay Mr F £400 compensation.

Mr F didn't agree that £400 was enough compensation and he asked for £1,000. Our investigator asked RSA whether it would agree with this amount, but it didn't respond.

As Mr F didn't agree with the compensation amount in the view, his complaint has been passed to me to make a final decision.

I issued a provisional decision to give both parties the opportunity to consider things further.

This is set out below:

*This has been a very lengthy claim of some 21 months which I'm aware Mr F and his family have found very upsetting.*

*From the evidence I have seen, Mr F has answered RSA's questions promptly and had chased up progress on the claim several times. But RSA do not seem to have engaged with Mr F about the claim, or his complaint, since he complained about its service in August 2021.*

*Customers like Mr F rely on their home insurance to put things right when they suffer an insured loss and I would expect a claim like his to be dealt with in a reasonable time. Mr F has said that he initially struggled to obtain quotes for the work that needed doing but managed to get one to RSA about a month after the leak happened. From then on, according to RSA's own claim timeline, all of the delays have happened because of RSA's processes and contractors.*

*To wait several months for work to begin, have the contractor not arrive, and then have to wait another six weeks for another appointment is very poor service. Then the contractor didn't arrive for the second time causing Mr F to be very frustrated leading eventually to his complaint to RSA.*

*In total Mr F waited 21 months for his claim to be resolved. He has explained that medical issues in his family meant that the shower being out of use caused a significant issue. I can also see that RSA were aware of this but still didn't prioritise Mr F's claim appropriately.*

*Towards the end of this period Mr F kept this service up to date with errors being made by RSA's contractors which meant that the final resolution of his claim was delayed by a further three months.*

*RSA initially queried Mr F's quote due to the amount being claimed and appointed its own loss adjuster. This part of the claim was handled fairly rapidly, but it then took several months to organise repairs and it seems to me that the only updates provided to Mr F were because he contacted RSA to ask for them.*

*Ultimately, RSA set the claim amount as being £3,805 in September 2021, one year after it originally decided it would pay around £1,900. It seems to me that Mr F's initial quote of £4,000 was accurate enough and that RSA should have agreed the claim at the time and asked Mr F to go ahead with the work. RSA's procedures probably required this initial quote to be checked and handled internally, but that's not Mr F's responsibility and it's unfair of RSA to have held up the claim for this long because of the way it chooses to handle claims.*

*It seems to me that the reasons behind this claim being delayed are entirely the fault of RSA and the service they've given Mr F is well below what this service would say is fair and reasonable.*

*Having established this, I must now calculate how much compensation I think Mr F is due. Mr F has asked for £1,000 and when I read how long he has had to wait for RSA to deal with his claim I am minded to agree. Mr F has also told this service about the impact on his family of not being able to use the shower for an extended time and I can understand his frustration and distress. Mr F was able to secure a quotation for the work within a month and has had to wait for a further 20 months for RSA to finally settle his claim.*

*Because of these factors which have caused Mr F very significant inconvenience I propose that RSA pay him £1,000 compensation, plus it should refund the £115 he paid for the*

*emergency plumber it told him to call.*

### **Responses to my provisional decision**

RSA said it didn't have anything to add to provisional decision and Mr F accepted it.

### **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.

As RSA didn't have anything to add, and Mr F agreed with my provisional decision, my final decision and reasoning remains the same as in my provisional decision.

### **My final decision**

For the reasons set out above, it's my final decision is that I uphold this complaint. I direct Royal & Sun Alliance Insurance Limited to pay:

- £1,000 for Mr F's distress and inconvenience.
- The £115 Mr F paid for the emergency plumber (if RSA hasn't already paid it). Interest at 8% simple on this amount should be added from the date Mr F paid it, to the date RSA make this payment\*.

RSA must pay the compensation within 28 days of the date on which we tell it Mr F accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.\*

\*If RSA considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr F how much it's taken off. It should also give him a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

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

Richard Sowden  
**Ombudsman**