

The complaint

Ms J complains that Royal & Sun Alliance Insurance Limited (RSA) has continued to add delays with the handling and settlement of her building's insurance claim.

What happened

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

Any reference to RSA includes the use of its agents appointed in the handling of this claim.

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 conclusion reached by the investigator for these reasons:

- This is the fourth complaint made in relation to the handling of Ms J's claim. I've not focused on the timeline as a whole as each complaint raised has focused on different points in time, although I'm aware of the detail of each complaint. This complaint is focused on RSA and its contractors actions from 29 September 2021 to 26 July 2022 when RSA issued a final response. I understand subsequent complaints have been raised after this as issues continue.
- There is no dispute from RSA that it has added delays to the claim, what is in question is the amount Ms J should be paid in recognition of these delays. Ms J doesn't believe the total award of £500 recommended by our investigator and accepted by RSA is fair.
- Ms J has made it clear a number of times that she requires RSA to make reasonable adjustments with how it communicates with her when arranging the work on her property and it is clear this hasn't always happened. This has added to the distress and inconvenience of the claim beyond the point I think it is reasonable to expect.
- Ms J at times requested that work was put on hold, but I think it's fair to say this was through a necessity following RSA's delays over her actively choosing to pause work. I don't think it is reasonable to say Ms J had a significant impact on the progress of the claim.
- I think RSA has caused avoidable delays when work wasn't progressed as quickly as it could have been. While some delay can be attributed to external factors, I'm not satisfied this can be relied on for all of the delays and the claim should have progressed sooner than it did.
- The scaffolding in place at the property has impacted the use and enjoyment of Ms J's property and she's highlighted concerns about damage to her garden and

plants, but RSA has confirmed it is happy to assess this damage once the claim is complete and the scaffold removed. This seems like a reasonable approach and I don't think it would be right to ask it to attempt to make an assessment in the interim.

- I understand why, with such a history of issues with the handling of this claim that Ms J feels a further award is justified. The added delay to the claim being resolved meant she's needed to live with her house covered in scaffolding for longer than she should have and this has impacted her use and enjoyment of it. I'm grateful for the information she's shared on this and it is clear this has caused inconvenience and distress. But I think the award of £500 is fair and reasonable when thinking about this for the period of time complained about.
- Although inconvenienced, Ms J still had use of her property with compromises made where the scaffold is in place. The concerns she has about the possibility of further damage being caused by water run off haven't been substantiated so I'm not persuaded this is the case. But if it was, RSA would need to assess the damage as part of the claim.
- Overall, I'm satisfied that RSA caused distress and inconvenience to Ms J when handling this claim throughout September 2021 to July 2022, with delays it added and with its failure to recognise the adjustments it needed to make when communicating with Ms J.
- Claims of this nature often take time to resolve and there is inconvenience and distress caused as repairs take place – often with an impact to the property and its use at the time. But this has gone beyond what is reasonable to expect and RSA should compensate Ms J in recognition of these delays.
- I feel £500 is a fair and reasonable award in these circumstances to reflect this.

Putting things right

RSA should pay Ms J £500 for the distress and inconvenience caused as a result of its failings when handling this claim.

RSA offered £150 for these failings in its final response in July 2022, so if this has already been paid, it will need to pay an additional £350.

My final decision

For the reasons I've explained above, I uphold Ms J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 12 April 2023.

Thomas Brissenden

Ombudsman