

The complaint

Ms R has complained about Royal & Sun Alliance Insurance Limited (RSA). She isn't happy about the way it dealt with a claim under her home insurance policy.

For ease of reading any reference to RSA includes its agents.

What happened

Ms R has had an ongoing claim for a number of years with RSA in relation to a subsidence claim which has been difficult and drawn out. RSA was unable to put things right until the cause of the subsidence problem was dealt with. But Ms R feels that RSA has delayed in settling the claim and caused her stress and inconvenience as she has had to live in the property throughout the delayed ongoing repair.

When Ms R complained to this Service our investigator looked into things for her. And she accepted RSA delayed matters and its service could have been better and awarded £200 by way of compensation. But she thought the options RSA gave Ms R to resolve the claim now were fair and in line with the policy.

RSA agreed to pay compensation for the customer service faults identified but Ms R didn't agree so the matter has been passed to me for 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.

I have a fair degree of sympathy for the position Ms R has found herself in having to deal with this difficult and drawn out claim. And I agree with our investigator that £200 compensation seems fair, I'll explain why.

I also think it's important to explain I've read and taken into account all of the information provided by both parties, in reaching my decision. If I've not reflected something that's been said in this decision it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless it's relevant to the crux of the complaint.

I know Ms R feels she should be paid a higher level of compensation for the delay and inconvenience she has been caused and I can understand that. But insurance claims can often be drawn out and difficult, especially subsidence claims like Ms R's which can be complex, and so there was always going to be a fair degree of stress involved here. I agree it would not have been practical to start the repairs until the local council had removed the trees given the ongoing impact. And I note additional damage was reported and had to be assessed and monitored before repairs could be arranged. But, as our investigator identified, there were times when RSA could've been more proactive in moving the claim forward. And

I know Ms R had to take some time away from work in order to facilitate call outs and inspections but unfortunately that is to be expected following a claim like this. However, it is accepted by all that RSA did delay things and that its customer service fell below the expected standard and I agree £200 compensation in acknowledgement of this seems fair.

In relation to the ongoing claim I agree that the options put forward by RSA to advance this claim seem fair and in line with the policy terms. The policy requires RSA to pay the cost of *'reinstating, repairing or replacing'* the damage to Ms R's property and RSA's options are in line with this. And it has agreed to get a surveyor to reassess the level of damage to check if the schedule of works needs updating in anyway which seems reasonable in the circumstances and in line with Ms R's wishes. I know Ms R is suspicious given the time taken to date, but RSA don't wish to delay matters or incur greater costs so I'm sure they will look to move things on as quickly as possible. And if Ms R doesn't agree with RSA's proposals to arrange repair she can choose a cash settlement and arrange the repairs privately or submit a quote from her chosen contractor for RSA's approval. So, although I can understand Ms R's position I think RSA's offers seem fair and reasonable here and would allow Ms R to take greater control if that is what she wishes.

My final decision

It follows, for the reasons given above, that I think Royal & Sun Alliance Insurance Limited should pay Ms R £200 compensation and Ms R can decide how she wishes to advance the claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 24 March 2023.

Colin Keegan
Ombudsman