

## The complaint

Mr R has complained about his home insurer Royal & Sun Alliance Insurance Limited (RSA) in relation to a claim he made when a water leak occurred at his home.

## What happened

Mr R had a leak at his home in 2019. RSA began repairs but they did not go as planned, particularly there was a problem with the flooring. Mr R complained to us and an Investigator issued a view which resolved that complaint and the claim continued.

RSA arranged to finish reinstating Mr R's home, including re-doing the poorly installed flooring. In November 2021, RSA said it had done everything, even completed snagging work. Mr R said that there were still jobs outstanding. He sent RSA, and its contractor, details of the problems, along with photos to show what he was saying. RSA asked its contractor if all work had been done, and the contractor asked RSA what work Mr R said was outstanding – whilst also confirming all work, with one exception, had been done. The exception, said the contractor, was clearing splashed floor screed off of concrete outside the backdoor. It said it had been unable to clean this – but it would wash away in the rain.

Mr R said the contractors had damaged his washing machine, and agreed to cover the cost of a replacement (which was £349.99, including disposal of the old one). He was also unhappy about delays and the conduct of RSA's claim handlers. And Mr R noted that his claim value had increased since the flooring re-work had been done – which RSA had assured him would not happen.

RSA issued a final response to Mr R in April 2022. In summary it said that it accepted there had been some delays and poor communication. So it would pay Mr R £425 compensation. But it said all the repair work had been completed – and Mr R would have to provide it with evidence if he felt that was incorrect. RSA also denied liability for the washing machine. It said Mr R had not been told it would replace it – and he had disposed of the old one without its agreement. Mr R made a further complaint.

RSA hadn't answered Mr R's concerns about the claim value. But following referral to us it said the value had been amended with the additional costs being removed. It said that, in any event, the value would not affect Mr R's premium and he has 7 years no claims bonus.

Our Investigator felt that RSA hadn't done anything wrong. So she didn't uphold the complaint. Mr R was unhappy and asked for an Ombudsman's consideration. His complaint came to me. I felt that RSA had failed him – that it had simply not listened to him – about the work or the washing machine. So I issued a provisional decision, the findings of which were:

### *"Delay, poor communication and claim value*

*I think it's fair to say that Mr R's main concerns are the outstanding work and the washing machine. So my focus here will be on those two issues. But I'll briefly comment on the delay, poor communication and claim value issues too.*

*Regarding delay and poor communication, I can confirm that I have considered what has happened and I've noted the compensation RSA has paid of £425. I think that is fair and reasonable given RSA's failures in these respects and the upset Mr R was caused.*

*In 2021 RSA agreed to not add the value of the 2021 floor rework cost to Mr R's claim. But this did get added prior to the 2022 renewal. And then RSA corrected that. But Mr R remained concerned. I can see why Mr R might feel concerned – but the additional value wouldn't mean Mr R would have to declare the loss for longer – because the value was added to the original claim. But I can also assure Mr R that I've seen that RSA has recategorised this extra cost – which should mean the value at the 2023 renewal will show as it did in 2021. RSA has also confirmed that Mr R still has 7 years no claims bonus and that the claim value won't affect the premium. Although Mr R should be aware that doesn't necessarily mean his premium won't increase – as the fact of the claim, rather than the value recorded, could impact that. I don't intend to make RSA do anything more in this respect.*

#### Washing machine

*Mr R told RSA's agent, the contractor in charge of work, that it had damaged the washing machine. A conversation then occurred which RSA has not kept a call recording of – even though it listened to the call as part of its complaint investigations. So I don't know for sure exactly what was said. But Mr R's account is not wholly dissimilar to the contractor's – he says he was told to submit an invoice for consideration. In Mr R's mind that meant RSA was going to pay his cost. Importantly what neither party has said was discussed was any need for the damaged machine to be kept or for it to need inspecting by RSA/its contractor. RSA's contractor would have known that would be necessary for a complaint such as this. And whilst I know RSA says Mr R should have spoken to it, and Mr R said he tried but couldn't get through to his claim handler, I don't think that is really relevant. Mr R logged his concerns, as I said, with RSA's agent – the contractor in charge of work at Mr R's home. So he did not, in my view, reasonably have to notify RSA itself as well.*

*I think that if Mr R had been given appropriate advice, he would have kept the machine for inspection. And/or allowed the contractor access to inspect the machine before it was disposed of as part of the replacement. Giving that type of advice, and/or making that arrangement would, in my view, have been a reasonable response for RSA to make. Because it didn't, Mr R disposed of the machine not knowing he was prejudicing RSA's position by doing so. Mr R shouldn't be left out of pocket due to RSA's failure in this respect. Therefore, I intend to require RSA to pay Mr R £349.99 which was his cost to replace the washing machine, plus interest from 6 November 2021, the date of the invoice until settlement is made.*

#### Outstanding work

*In its final response to Mr R, RSA said it would consider the issues of outstanding work, if Mr R evidenced them. In many cases I'd find that a fair and reasonable response for an insurer to make. But here I can completely understand Mr R's frustration – and the frustration he had been feeling building over the months since the contractors were last at his home in November 2021. In short Mr R had already provided satisfactory evidence to the contractor and RSA that work was outstanding – yet both ignored that and/or didn't communicate effectively with each other to understand what the situation was. In this case I don't think RSA properly investigated or answered the complaint Mr R had made.*

*Mr R has provided detail of the snagging issues he has at his home. He has provided photos in support of each. RSA has provided a photo report from its contractor which it says evidences that all work was done completely. But I've compared that with the detail provided by Mr R and it does not show that the problems Mr R has identified have been dealt with. I'm*

*at a loss to know why RSA did not undertake a similar comparison – if it had, I think it would have come to exactly this conclusion. Instead Mr R has had months of not being heard and I think it is now time that RSA corrects these issues.*

*There are two specific repair points I want to comment on further, I'll then list the repairs, as reported by Mr R, which are needed in my "Putting things right" section below. Unless Mr R wants to do the work himself, RSA should arrange for this work to be done – it will be difficult for Mr R to get someone in to compete this relatively minor work.*

*The splashed screed – RSA's contractor accepts that it did not resolve this. But it sought to justify that by saying it would wash away in the rain. I fail to see how, if the contractor could not clean it, it is likely this will be resolved by rain. RSA will need to appoint an expert in concrete cleaning to try and resolve this – and if the advice is that it can't be cleaned, then RSA will have to look at what else can be done to resolve this issue.*

*The kitchen plinth – RSA's contractor broke this and RSA agreed for Mr R to replace it. But Mr R couldn't find anyone to fit it, so RSA only paid him the cost for purchasing the plinth. If Mr R used the funds and bought a replacement, then RSA can arrange to fit that as part of the remaining work scheme. If Mr R did not buy a replacement – storing such whilst waiting for fitting could be problematic – he should return the funds to RSA and it can purchase the plinth and fit it.*

### Compensation

*To date RSA has not accepted that there was work outstanding at Mr R's home. Nor has it accepted the frustration it has caused Mr R by failing to listen to and/or address his concerns in this respect. I think he has also been disappointed by RSA's refusal to cover the cost of replacing his washing machine. I noted above the compensation RSA has paid already for delay and poor communication – I said, for that related upset, £425 was fair and reasonable. I remain of that view. But for the frustration and disappointment RSA caused Mr R regarding the outstanding work and washing machine, I think it should pay an additional £150 compensation."*

In reply RSA said it would arrange to provide the redress I had provisionally suggested.

Mr R said he was pleased with my findings. But he made one request – that rather than RSA paying him and him then having to return funds to it for the kitchen plinth, that I just award the difference between the additional payments I've found are due and the cost of the plinth.

### **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 both parties are satisfied with my findings, I've no need to change or move away from them. Although I've noted Mr R's request regarding payment and I have made an allowance for that alternative in my redress set out below. Otherwise my final decision, remains as that stated provisionally and my provisional findings are now those of this my final decision.

### **Putting things right**

I require RSA to pay Mr R:

- £349.99 as reimbursement of his outlay for replacing the washing machine, plus interest\* applied from 6 November 2021 until settlement is made. But, if Mr R still wishes, once

interest has been calculated and added, the sum of £214.97 (kitchen plinths) can be deducted from the total, which otherwise would be being paid for the washing machine, and the remaining amount left then paid to Mr R.

- £150 compensation (this is in addition to the £425 already paid).

I also require RSA to:

- Ease the dining room door
- Clean the concrete of splashed screed (in line with my comments above)
- Replace and/or fit as necessary (also in line with my comments above) the plinth
- Supply and fit 'quadrant' beading at the base of the kitchen door
- Supply and fit plastic trim near the kitchen door
- Finish the base of the skirting with clear sealant
- Resolve the poorly finished sealing of the worktop in the utility
- Repair the damaged hinge and architraves.

\*Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. HM Revenue & Customs requires RSA to take off tax from this interest. If asked, it must give Mr R a certificate showing how much tax it's taken off.

### **My final decision**

I uphold this complaint. I require Royal & Sun Alliance Insurance Limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 20 January 2023.

Fiona Robinson  
**Ombudsman**