

The complaint

Miss E complains that Royal & Sun Alliance Insurance Limited (RSA) through its agents failed to deal adequately with her claim concerning an offensive smell in her property. Miss E is a vulnerable person who suffers from a disability due to her health.

What happened

On or about 23 February 2022 Miss E contacted RSA about an offensive smell in her house. RSA agreed to carry out a trace and access investigation to find the source of the smell and to see whether there was a leak. It sent out its contractors, C. C visited in early March but couldn't identify the source of the smell. They carried out further investigations, which required digging a hole in the bedroom floor. They identified that the manhole needed re-routing. The hole in the bedroom was boarded over in April 2022. C reported back to Miss E that the claim would be declined due to faulty workmanship, but agreed to quote for the re-routing of the manhole on a private basis. The quote was for around £3,400.

Miss E was disappointed with the service she received and complained to RSA. It responded on 13 May 2022 to say that C wasn't at fault. Miss E appointed another contractor to look at the issue. That contractor advised that it wasn't Miss E's manhole that was the source of the problem, but that it related to a drainage run which belonged to the local water authority.

The water authority came out and advised that the problem lay with a manhole partly under the neighbour's garden. The problem was resolved as I understand it by about 9 June 2022.

Miss E then spent several months chasing to get the hole in her bedroom floor filled in and repaired. This was eventually done by October 2022.

Miss E raised a number of new issues unrelated to the issues in this complaint. These are being dealt with under a separate complaint.

Our Investigator considered the complaints concerning the handling of the claim and the reinstatement. She said that RSA was at fault for the delays and its contractors failing to identify where the smell was coming from. She proposed that RSA pay £400 compensation.

Belatedly RSA provided a further final response letter dated 21 November 2022, though not received by our Investigator until after she had provided her view. This letter addressed not only the issues dealt with in this decision but other issues which form part of the separate complaint. RSA paid Miss E £300 compensation in respect of the way the claim had been handled.

Miss E didn't agree that the compensation payment was sufficient. RSA said it is prepared to pay a further £100.

As the matter couldn't be resolved it has been passed to me for further consideration.

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.

the handling of the claim

I think RSA acted initially expeditiously in getting contractors out to deal with the offensive smell – it's often difficult under home insurance policies to cover this sort of issue. Nevertheless, I don't think its contractors handled the issue very well. I bear in mind that when Miss E instructed different private contractors in May 2022, they identified that the problem didn't relate to the area under Miss E's bedroom at all. They immediately referred her to the water authority, who resolved the problem within a couple of weeks. I think RSA's contractors were at fault here.

This meant that Miss E had to continue putting up with the smell coming from the drains. And I understand this was particularly bad in Miss E's case due to her health problems. I appreciate that during that time RSA paid for her to have periods of respite in hotels. But if Miss E hadn't instructed different contractors, she might have ended up with having to pay over £3,400 for unnecessary re-routing of the manhole. I think that if RSA's contractors had diagnosed the issue Miss E would have had the problem resolved at least a couple of months earlier than she did.

delays

After the drain problem was resolved RSA's contractors had to reinstate the area of the bedroom floor which they had dug up. Yet this took until October 2022 to carry out, around four months from when the drain was resolved. I understand that there were some issues with moving furniture. But considering that in the early part of the claim those contractors were able to come out quite quickly, no real explanation has been given for this delay. It does appear though that there was some miscommunication in that the contractors told Miss E they were waiting for authorisation from RSA whereas RSA was just waiting for the contractors to put forward a date for their availability. I consider that this caused Miss E more inconvenience from just having the issue unresolved and from having to keep chasing up.

private quotes

I understand that, when the contractors were planning to carry out the private work, Miss E was unhappy with their quote and with the delay in providing this. Regrettably this was something done outside the terms of the policy. So, I don't think that RSA was responsible for this.

compensation

I think Miss E should be compensated for the delays which meant that the issue of the offensive smell was sorted out later than it should have been, and in reinstating the floor. Taking into account her vulnerability, I think that a payment of £400 compensation for distress and inconvenience is reasonable.

Looking at RSA's final response letter of 21 November 2022, the only complaint it upheld was that relating to the handling of the claim i.e. the issue I've dealt with in this decision. So, I think the £300 paid did related just to this complaint. I've not considered the other matters in that final response letter – they will be considered as part of the other complaint which this service is looking at. This does mean though that RSA will need to pay just a further £100 to Miss E.

Putting things right

RSA should pay Miss E £400 compensation. It has paid £300 of this so it should pay the balance of £100.

My final decision

I uphold the complaint and require Royal & Sun Alliance Insurance Limited to provide the remedy set out under “Putting things right” above.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss E to accept or reject my decision before 2 March 2023.

Ray Lawley
Ombudsman