

The complaint

Mrs L has complained about how Royal & Sun Alliance Insurance Limited (RSA) dealt with a claim under her home insurance policy.

What happened

Mrs L contacted RSA to make a claim when she found damp in her home. RSA sent a surveyor to assess the damage. RSA then declined the claim, as it said the damage was because of issues with the roof, but there wasn't evidence of storm related damage to the roof and the internal damage wasn't the result of a single one-off event.

A few months later, Mrs L contacted RSA again because she had now found a leak from her boiler. She said this had been the cause of damp to her home. RSA investigated and accepted the claim. Mrs L complained because she was concerned by how the claim was progressing and the settlement offered. When RSA replied, it explained the elements of the claim it could settle and the amount it was willing to offer. It also offered £350 compensation for the issues with the claim. However, it said it was still looking into whether it could cover costs related to the kitchen replacement.

Mrs L complained to this service. Our investigator upheld the complaint. He said the main issue that remained outstanding was whether RSA should cover the cost of the kitchen. He said RSA seemed to misadvise Mrs L about the likely cause of the damage to her home and that if it hadn't done so, Mrs L wouldn't have had the issues with her kitchen. He said RSA should pay £3,300 for the repairs to the kitchen and deal with any damage caused by its contractors as part of the ongoing claim.

RSA replied to our investigator and said it didn't agree that its surveyor had misadvised Mrs L. Our investigator provided RSA with further details about the reasons for his findings, but RSA didn't reply. So, the complaint was referred to me.

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 uphold this complaint. I will explain why.

The main issue that I need to consider is the damage to the kitchen. While the complaint was with this service, RSA seemed to accept that it could look at the damage to the kitchen but that it thought it should be a new claim rather than part of the claim that had already been opened. RSA said this was because it hadn't misadvised Mrs L when it first came out to inspect the damage, as Mrs L hadn't mentioned damage to the hall or kitchen. It also said the damage was part of a separate incident.

Mrs L told this service what she and her daughter had shown the surveyor the damage during his visit, which included some damage to the kitchen. RSA was asked to consider this but didn't reply. So, I've looked at the evidence available to me, including Mrs L's

explanation and RSA's reports. I also noted that although RSA seemed to describe Mrs L's initial claim as being for storm damage, I listened to the phone call when she described what had happened and she said she didn't know the cause and I didn't hear her suggest it was due to a storm. It appears RSA then considered it as a storm claim and declined it because it couldn't find evidence of storm damage.

I'm also aware Mrs L said that following the surveyor's visit, she had a roofer look at her roof and check various parts of it and didn't find the issue. Having thought about this carefully, I'm more persuaded that RSA incorrectly advised Mrs L and that this contributed to the damage to her kitchen. As a result, I think RSA needs to deal with the damage to the kitchen as part of the claim it has already dealt with and that it should settle it by paying the invoice for £3,300 that Mrs L provided.

Mrs L also said RSA's contractor caused damage to her kitchen. For example, Mrs L thought some of the damage might have been caused by the dehumidifiers, but that it might also have been caused when the contractors removed the ceramic tiles. So, I think RSA needs to assess the damage and repair any damage caused by its contractors.

Putting things right

RSA should deal with the kitchen as part of the existing claim and pay Mrs L £3,300 for the kitchen. It should also assess the damage to the kitchen and repair any damage caused by its contractors.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require Royal & Sun Alliance Insurance Limited to:

- Pay Mrs L to include the kitchen as part of the existing claim and pay her £3,300 for the kitchen.
- Assess the damage to the kitchen and repair any damage caused by its contractors.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 23 June 2023.

Louise O'Sullivan
Ombudsman