

The complaint

Ms M is unhappy with the way Royal & Sun Alliance Insurance Limited (RSA) handled her claim under her home emergency policy for a broken boiler and faulty toilet.

Reference to RSA's actions includes those of its agents.

What happened

Briefly, Ms M made two claims under her home emergency policy: one for her broken boiler and one for her toilet which wouldn't flush properly.

RSA sent engineers to fix both the leaking boiler and faulty toilet flush. But Ms M had to request repeat visits for both faults because they hadn't been fixed properly.

As a gesture of goodwill, RSA agreed to fix the bathroom fan. The toilet was eventually fixed after around three weeks. The boiler was fixed more than two months later. But Ms M was unhappy with the standard of workmanship, the mess left behind, the unfinished bathroom fan repair, and the delay completing the repairs. She said it had been particularly difficult because:

- she had to ask an elderly relative to travel to help tidy up after the engineers had left her home in a mess;
- she used more heating due to the loss of heat through the open loft where the engineers had left the ladders down,
- and she felt the full effect of her health and vulnerability as a result of RSA's actions.

RSA upheld Ms M's complaint. It agreed that its standard of workmanship was poor, and that Ms M shouldn't have needed the repeat visits or experienced the avoidable inconvenience. In recognition of the shortfalls, RSA awarded Ms M a total of £400 by way of apology.

Ms M didn't think that was enough because RSA hadn't addressed all parts of her complaint. The issues remaining included:

- RSA's engineers had written unprofessional comments on her new floorboards in permanent marker.
- RSA hadn't acknowledged the mess left in her bathroom and the inconvenience of having to arrange cleaning.
- The additional cost of heating.
- The electrician costs for checking her electrics after RSA's engineers left them exposed.

Our investigator didn't think RSA had handled Ms M's claim with professionalism and she didn't think £400 compensation was enough to put matters right. Our investigator recommended that RSA pay a further £150 compensation and arrange for the floorboards to be professionally cleaned or replaced. She also said it would be reasonable for RSA to pay the cost of the electrician and additional heating subject to Ms M providing evidence of the costs.

RSA didn't respond to our investigator's view, so the complaint was passed to me to decide.

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've decided to uphold Ms M's complaint for broadly the same reasons as our investigator.

Firstly, I'll point out that RSA hasn't provided any information in respect of this complaint, so my consideration is limited to the evidence Ms M provided. That said, Ms M provided copies of RSA's responses to her complaint so I'm aware of its offers to her and the reasons for them.

Having considered the evidence, it's clear that RSA agreed it didn't handle Ms M's claim as well as it should've done. In recognition of some of the shortfalls, it offered £400 compensation. I'm satisfied its offer is in line with what I'd expect in the circumstances RSA set out in its final responses. As this matter isn't in dispute, I'll move on to the outstanding issues.

Ms M complained that RSA left her house in a mess, with work unfinished after its contractors left suddenly. She provided photos of the rubble and dust, the poor workmanship, and the graffiti on the floorboards.

The photos support what Ms M said about the workmanship and unprofessional actions so, in the absence of any contradictory evidence, I think it's reasonable to conclude that RSA fell short of expected standards.

Therefore, I'm satisfied that a fair and reasonable outcome would be for RSA to pay a further £150 compensation by way of apology for the service shortfalls not addressed in its two final responses to Ms M's complaint. In addition, RSA should replace Ms M's floorboard or clean off the graffiti, and arrange or pay for the cost of the fan to be fixed.

Ms M said she incurred electrician costs for checking the exposed wires, and additional heating costs because the loft ladders were left down. If Ms M provides evidence directly to RSA of the electrician cost and the uplift in energy used until her loft ladders were moved, then RSA should reimburse the full amount evidenced.

I note Ms M raised some further matters not addressed here. As RSA hadn't been given an opportunity to respond to the new issues, they will be considered under a new complaint. Ms M is aware of this.

Overall, the limited evidence available persuades me that RSA failed to handle Ms M's claim with the appropriate standard of professionalism that she could reasonably expect under her policy. While RSA has gone some way in trying to put matters right, I agree with Ms M that it's not enough.

My final decision

For the reasons given above, my final decision is that I uphold the complaint and Royal & Sun Alliance Insurance Limited must:

- pay for Ms M's floorboards defaced by its agents to be replaced or professionally cleaned;

- upon receipt of evidence, pay for the additional heating cost incurred while the loft ladders were left down;
- upon receipt of evidence, reimburse Ms M for the cost she incurred of having an electrician check her wiring after it was left exposed;
- repair, or pay for the repair of Ms M's bathroom fan, which was left unfinished by its agents, and
- pay a further £150 compensation, bringing the total to £550, in recognition of its failure to provide the expected level of professionalism when handling Ms M's claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 7 June 2023.

Debra Vaughan
Ombudsman