

## **The complaint**

Mr and Mrs M complain about Royal and Sun Alliance Insurance Limited's (RSA) handling of their claim under their home emergency policy.

## **What happened**

Mr and Mrs M purchased a home emergency policy for their tenanted property from RSA. A few months after the purchase, Mr and Mrs M's tenant reported a leak coming from the roof into a bedroom. Mr and Mrs M contacted RSA to make a claim. Mrs M was initially kept on hold for around 25 minutes, before disconnecting and calling again later. When she eventually got through to RSA, she was told that there were no contractors available, and she would receive a call back.

Mrs M said that she didn't receive the call back and so called again. She was again told that she would receive a call back and when she didn't, she called again. RSA informed her that there wasn't a contractor still available, but one had been booked for the next day. The contractor didn't attend on the next day as promised and Mrs M contacted RSA again.

RSA told Mrs M that a contractor would attend the following day, but Mrs M was sceptical about this, given the history and that she had to take off a day off work. RSA's contractor eventually attended and advised that he was unable to see any damage to the roof, but that the entire roof would need replacing.

Mrs M decided to contact two independent contractors who would be able to assess the roof, as she had misgivings about what she had been told. They confirmed that there was a hole in the roof and only a section of the roof would need to be replaced, not the entire roof. Mr and Mrs M told RSA of these findings.

Mrs M followed up with providing quotes of the contractor that they wished to use. RSA had told her that it would review the quotes and reimburse her costs.

Mr and Mrs M referred a complaint to our service, as they were unhappy with the lack of assistance in RSA dealing with the emergency, the delays and poor service they experienced. As well as seeking full reimbursement of their costs associated with the repair of the roof.

One of our investigators considered the complaint and thought it should be upheld. She said that RSA had provided poor service. She said that it should reimburse Mr and Mrs M costs associated with the cost of a temporary repair, up to the policy limit of £2,500. She also recommended that RSA pay £300 compensation for the trouble and upset caused.

Mr and Mrs M accepted the view. RSA did not respond to the view, so it has come to me for a decision.

## **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, for the following reasons:

- RSA was asked to provide its response to our investigator's view and any further evidence, but no response has been received. Mr and Mrs M have provided a consistent account of the events that happened. In this case, despite the lack of response from RSA, I find I can decide on this complaint, and I think it fair that Mr and Mrs M have a resolution to the issues they raised, despite the lack of engagement from RSA.
- RSA appear to have accepted that its customer service fell well below the standard that it would've liked. I note that it failed to send its final response, but based on the evidence, I'm satisfied that there were missed communications, failed callbacks, and delays.
- Having reviewed the policy terms and conditions, I'm satisfied that one of RSA's obligations was to provide a contractor to assess and carry out a temporary repair, to stop the immediate damage. Any permanent repairs thereafter would be the obligation of the policyholders. I can't see that RSA did anything to complete the temporary repair, nor provide information as to why it was unable to do so.
- Further, I'm satisfied that RSA had enough time to consider the quotes submitted by Mr and Mrs M. It had been provided with photos of the damage, invoice of the costs incurred by Mr and Mrs M, as well as confirmation from them, that they would require settlement of the invoice via cheque. There is no information that RSA settled the claim. Nor any reasons given by RSA, why it hadn't settled the claim, given all the information provided to it, by Mr and Mrs M.
- Consequently, I think it's fair and reasonable for RSA to settle the claim for the costs incurred by Mr and Mrs M for the repair of the roof equal to the cost of a temporary repair (as per the policy terms and conditions), up to the policy limit of £2,500.
- Given the poor level of service that Mr and Mrs M experienced, I agree with our investigator that RSA ought to pay compensation of £300 for the distress and inconvenience caused.

## **Putting things right**

I direct RSA to put things right as I set out below.

## **My final decision**

My final decision is that I uphold Mr and Mrs M's complaint.

To put matters right, Royal and Sun Alliance Insurance Limited ought to pay:

Compensation of £300 for the trouble and upset caused.

Reimburse Mr and Mrs M's costs for what would be the price of a temporary repair of their roof, up to the policy limit of £2,500.

Royal and Sun Alliance Insurance Limited must pay the above amounts within 28 days of the date on which we tell it Mr and Mrs M accept my final decision. If it pays later than this, it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 29 June 2023.

Ayisha Savage  
**Ombudsman**