

## The complaint

Mr and Mrs G complain about repair work done by Royal & Sun Alliance Insurance Limited ('RSA')'s contractors following a claim on their home insurance.

Mr and Mrs G bought their policy through an insurance intermediary. For the avoidance of doubt, any reference to RSA includes its agents, including the intermediary.

Both Mr and Mrs G are named policyholders on their RSA policy, so any claim or complaint is brought by them both. But for simplicity, and because most of the information about the complaint has been provided by Mrs G, I'll refer mainly to Mrs G from here onward.

## What happened

Mr and Mrs G had an RSA home insurance policy, bought through an intermediary. In September 2020, their home was badly damaged by fire. They made a claim to RSA under their insurance. RSA's loss adjustor appointed engineering consultants to manage the claim.

RSA's contractors finished the major repairs in September 2021 and Mr and Mrs G moved back into their home. However, Mrs G was unhappy with the work carried out by RSA's contractors. She said the house was in a "*disgraceful state*" when they moved back in. For example:

- A hole was left in the kitchen ceiling.
- The shower door fell off, injuring her.
- The boiler was poorly fitted and radiators were leaking.
- The washing machine wasn't fitted properly and was unusable.
- Rubble, waste, and broken tools were left inside and outside the house.

Mrs G is unhappy it took more than three months to sort these issues out. More significantly, she said RSA failed to install a wet room to accommodate their needs. As a result, they had to install this themselves at a cost of almost £7,000.

RSA said, in summary:

- Mrs G's son represented his parents in all discussions with the original contractor.
- He asked the contractor to install a standard bathroom rather than a wet room.
- While Mr and Mrs G weren't present during the handover meeting in September 2021, their son was present and accepted handover on their behalf.
- Mr and Mrs G didn't mention a problem with the bathroom until more than six months after they moved back into their home.
- There were no "*excessive or unavoidable*" delays in addressing the snagging issues.
- These were completed and accepted by Mrs G in August 2022.

Mr and Mrs G didn't agree and brought their complaint to this service. They think RSA should reimburse them for the wet room they had to pay for and install themselves and compensate them for the "*undue stress*" they've suffered since September 2021.

Our investigator recommended that Mr and Mrs G's complaint should be partly upheld. She was satisfied that Mrs G's son most likely asked RSA's contractor to install a standard bathroom rather than the planned wet room. She also thought the snagging issues had been completed to Mrs G's satisfaction and that any additional repairs weren't covered by her policy. However, she thought the condition of the property and outstanding snagging issues when it was handed back to Mr and Mrs G in September 2021 caused them a certain amount of distress. She recommended RSA pay them £300 to reflect this.

RSA disagreed with our investigator, so the case was passed to me to make a final 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.

I think there are two separate issues here: first, the dispute about the bathroom/wet room; second, the state of the house when Mr and Mrs G moved back in and the need for snagging repairs. I'll cover each in turn.

#### The bathroom/wet room

The original work scope shows a wet room was to be installed. This was to replace the existing wet room damaged in the fire. However, RSA says Mrs G's son asked the contractor to install a standard bathroom instead. RSA accepts it has no record of this other than the contractor's recollection of discussions with Mrs G's son. We have no evidence from Mrs G's son about this.

It's unfortunate that RSA doesn't have a written confirmation of deviation from the original scope or a record of the handover meeting in September 2021. However, I've seen evidence that:

- Messages between RSA's original contractor and Mrs G's son in April 2021 show Mrs G's son was making decisions about materials and repairs.
- RSA issued a Certificate of Practical Completion following a handover meeting on 30 September 2021.
- Mrs G didn't raise her concerns about the new bathroom until April 2022, more than six months after she and her husband moved back into their home.

RSA has also explained that the change from a wet room to a standard bathroom was cost neutral. That means there would have been no financial benefit to the contractor to make this change. So I don't see any reason why the contractor would deviate from the original scope unless he was asked to.

On balance, I think it's likely Mrs G's son asked the contractor to fit a standard bathroom. I also think it's likely that Mr and Mrs G were initially fine with this but changed their mind later. I don't think Mrs G can complain to RSA about this six months after handover.

For these reasons, I don't think RSA can reasonably be held liable for the cost of installing the new wet room. It follows that I don't uphold this part of Mr and Mrs G's complaint.

#### The snagging repairs

I think this is slightly different.

Mr and Mrs G moved back into their home in September 2021. It appears that RSA's original

contractor agreed to carry out snagging repairs, however the relationship between that contractor and Mrs G broke down in or around April 2022. RSA appointed a new contractor to complete these works.

RSA's contractor emailed Mrs G on 11 August 2022. He asked Mrs G to "*confirm you are happy with [the] works and that there are no further snagging works to be completed?*" Mrs G replied the same day: "*Yes, that's fine, thank you.*"

I accept that the breakdown in relationship between Mr and Mrs G and the original contractor, and need to appoint a new contractor, would have contributed to delays finalising repairs. I also accept that Mr and Mrs G's policy doesn't cover wear and tear or maintenance.

However, it's apparent that repairs under the original scope either hadn't been completed, or hadn't been done adequately, before Mr and Mrs G moved back into their home. For example, emails between the contractor and Mrs G in July 2022 show that the kitchen ceiling wasn't plastered until July 2022, ten months after handover. That tends to support Mrs G's complaint about the original contractor leaving a hole in the kitchen ceiling. Snagging wasn't completed until August 2022, when Mrs G signed off on the repairs.

I understand that this would have been a stressful time for Mr and Mrs G. That's natural given the circumstances of the damage to their home and largely outside RSA's control. However, it took almost a year for RSA's contractors to complete snagging repairs. I think this would have added to Mr and Mrs G's stress, and I think RSA should compensate them for this.

For these reasons, I intend to uphold this part of Mr and Mrs G's complaint. Our investigator suggested RSA pay Mr and Mrs G £300 to reflect this. Given the level of award this service makes in similar cases, I think this is fair.

### **My final decision**

My final decision is that I uphold the complaint in part and order Royal & Sun Alliance Insurance Limited to pay Mr and Mrs G £300 to reflect the distress and inconvenience they experienced between September 2021 and August 2022.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 24 August 2023.

Simon Begley  
**Ombudsman**