

The complaint

Ms H and Mr H complain that Royal & Sun Alliance Insurance Limited trading as More Than ("RSA") have delayed in settling their claim for damage and have offered an inadequate settlement offer.

What happened

Ms H and Mr H insured their property with RSA.

In late 2021, during a storm, a tree fell onto their home, causing damage to the roof and roofing fascia.

Ms H and Mr H submitted a claim to RSA. RSA was unable to send a surveyor immediately, so requested photographs and a quote from Ms H and Mr H.

They provided these. After discussion, RSA agreed to pay for the removal of the tree.

Mr H and Ms H arranged for the tree to be removed and sent the invoice to RSA in February 2022. RSA settled this part of the claim in March 2022.

RSA was unable to provide its own contractors to carry out the roof repairs and asked Ms H and Mr H to obtain quotes for the work. They did this and provided the quote to RSA in May 2022. This was for around £2800 and included replacement of the full fascia and gutter with an alternative.

RSA received this invoice but did not take action as the handler believed that the claim had already been settled.

Ms H and Mr H chased progress and in autumn 2022 re-sent the invoice.

RSA contacted the contractor and queried why the quote was for full replacement of the fascia when only part was damaged. The contractor advised that he would not complete a partial job and would only take on the work if the full replacement was included.

RSA carried out a desktop assessment and considered that it would cost around £1500 to have just the damaged section of fascia replaced. It noted that there was a break in the board which could serve as a junction for repairs. RSA therefore offered Ms H and Mr H this amount in December 2022.

Mr H and Ms H rejected the settlement. They said that they would be unable to get the work done for that sum, and they were unhappy that RSA had delayed so long in making an offer of settlement.

RSA rejected their complaint. Ms H and Mr H contacted us.

Our investigator considered that RSA should pay £350 compensation for the delay which was avoidable, and which was the fault of RSA. They felt that the offer of settlement was reasonable and that, by not accepting it, Mr H and Ms H had not mitigated the damage,

which over the subsequent time had deteriorated.

Ms H and Mr H did not accept that view and asked for an ombudsman decision.

I issued a provisional decision in respect of this complaint in August 2023. In that provisional decision I set out that I did not think RSA's offer of settlement was reasonable, and that I considered that it had unreasonably delayed the claim, preventing Mr H and Ms H from getting repairs done. I thought that RSA should re-survey the property and then either complete all necessary repairs itself or accept Mr H and Ms H's quotes for repairs if it was not able to carry out the repairs. I also thought that RSA should pay to Mr H and Ms H more compensation.

That provisional decision has been shared with the parties and they have been invited to comment. Mr H and Ms H have been in contact with this service checking progress and are aware of the provisional decision. Neither party has indicated whether they accept the decision, and no arguments have been provided.

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.

As I have not received any further arguments or evidence in response to the provisional decision, I remain of the view set out in that decision.

I therefore adopt my provisional decision and reasons as my final decision.

My final decision

For the reasons set out in my provisional decision and above, I uphold Mr H and Ms H's complaint and direct Royal & Sun Alliance Insurance Limited trading as More Than to:

- Within 14 days of this decision becoming binding, send an assessor to the property to determine what repairs are now necessary, including any which have been caused by the delay in repairing the initial damage;
- Share that assessment with Ms H and Mr H within a further 14 days;
- At that same time, set out to Mr H and Ms H whether RSA proposes to carry out the repairs directly, based on its assessment, or whether it wishes Mr H and Ms H to obtain quotes for the work;
- If RSA decides to carry out the repairs, these must be commenced within a further 28 days;
- If RSA requests quotes, Mr H and Ms H should obtain 2 or more quotes for the work and provide these to RSA. If they exceed the scope of the assessment RSA has set out, the quotes should explain why this is;
- RSA should then cash settle based on the lower of those quotes for the required work; and
- RSA should pay to Mr H and Ms H £500 compensation for their distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H and Mr H to accept or reject my decision before 13 October 2023.

Laura Garvin-Smith
Ombudsman