

The complaint

Mr B and Mr S complain that Royal and Sun Alliance Insurance Limited (RSA) poor handling of their claim under their home insurance policy.

What happened

Mr B and Mr S had a leak at their home. They made a claim against their policy with RSA. After a delay, an engineer attended and carried out a repair. Mr B and Mr S said that after the engineer had left, they noticed that the leak hadn't stopped.

Mr B and Mr S then describe that they had to contact RSA several times, to try to get the engineer back. They said they had been told by RSA that the engineer would re-attend, but this didn't happen.

As a consequence, Mr B and Mr S had to get an independent engineer to repair the leak, as it was causing further damage to their property. The independent engineer cost a total of £300. So, Mr B and Mr S complained to RSA. They said that they wanted RSA to reimburse their engineer's costs, as well as refund the excess charge of £600, given the failed repair. Mr B and Mr S said that there were delays in RSA addressing their complaint.

RSA issued a final response but didn't address Mr B and Mr S' complaint. Instead, it gave them their referral rights. So, they referred a complaint to our service. One of our investigators considered the complaint and thought it should be upheld. She said that she asked RSA for its file and a reason why Mr B and Mr S complaint was unreasonable. As she didn't get a response from RSA, she issued her view.

Our investigator concluded that RSA ought to reimburse Mr B and Mr S the £300 they paid for the independent engineer. She also said that RSA should refund the excess charge of £600. And given the stress and inconvenience this caused to both Mr B and Mr S, our investigator recommended that RSA pay £100 compensation.

Mr B and Mr S accepted the view, RSA then sent its full file, but didn't provide any comments as to the consumers complaint or whether it accepted or declined the view. As RSA didn't respond, it has been referred for an ombudsman's 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 will uphold this complaint, for much the same reasons as our investigator. And I will explain why I think this is fair.

- RSA was asked to provide its response to our investigator's view and any further

evidence, but no response has been received, save its file. Mr B and Mr S 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's fair that Mr B and Mr S have a resolution to the issues they raised, despite the lack of engagement from RSA.

- 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 repair, to stop the immediate damage. Mr B and Mr S explained that the RSA engineer attended and didn't complete the repair correctly, as the leak continued after he had left. I can't see that RSA did anything to complete the repair, nor provide information as to why it was unable to do so.
- Mr B and Mr S repeatedly contacted RSA attempting to get the engineer to re-attend. But I can't see that this happened. Consequently, Mr B and Mr S said that this caused further damage to their property. Given, the lack of response from RSA, Mr B and Mr S had to find another engineer at a cost of £300 to carry out the repair, that RSA seemingly couldn't do.
- Despite Mr B and Mr S contacting RSA to achieve a resolution, they received no contact from RSA. Nor did RSA provide any comments as to why Mr B and Mr S' complaint wasn't reasonable.
- Accordingly, I think it's fair and reasonable for RSA to settle the claim for the costs incurred by Mr B and Mr S for the repair - £300. In addition to reimburse Mr B and Mr S's excess charge of £600, for the failed repair.
- Given the poor level of service that Mr B and Mr S experienced, I agree with our investigator that RSA ought to pay compensation of £100 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 B and Mr S' complaint.

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

Compensation of £100 for the trouble and upset caused.

Reimburse Mr B and Mr S' excess charge of £600.

Royal and Sun Alliance Insurance Limited must pay the above amounts within 28 days of the date on which we tell it Mr B and Mr S 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 B and Mr S to accept or reject my decision before 16 October 2023.

Ayisha Savage
Ombudsman