

The complaint

Miss T is unhappy with the service provided by Royal & Sun Alliance Insurance Limited trading as More Than (RSA) following a claim made on her home emergency policy.

RSA are the underwriters of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. RSA have accepted they are accountable for the actions of third parties instructed by them. In my decision, any reference to RSA includes the actions of any third party instructed by RSA during the course of Miss T's claim.

What happened

On 20 January 2023 Miss T contacted RSA to make a home emergency claim following a flood of water in her back garden. Miss T was told to contact her local water board to locate the stop tap, which she did.

On 7 February Miss T was informed that RSA would need permission from the three adjacent properties to continue with their investigation. The next day RSA arranged to send letters to these properties. The letters explained that RSA needed to turn off the water supply to complete investigations, and that this would be done on 21 February. The letter also advised that if the homeowner had any issues, to contact RSA.

RSA instructed a third party (company H) to attend to Miss T's home emergency on 21 February. But company H didn't go ahead with completing their investigation. RSA's case notes recorded this was because *'A few neighbours on the day were not happy for the water to be turned off which is why they were unable to proceed. With the neighbours objecting to this [company H] could not proceed.'*

Miss T was told that company H wouldn't be able to complete their investigation until permission had been received from the homeowners of all three affected properties. Miss T was unhappy that RSA had changed its position from concerns being raised by a set date, to the affected homeowners having to provide permission to RSA.

Miss T continued to call RSA, feeling frustrated with the lack of progress being made on her claim. Miss T was told permission had not been received so investigation work couldn't continue. Miss T was asked to contact the business providing legal cover under her policy for help in getting the affected homeowners to co-operate with RSA's request.

On 16 March Miss T informed RSA *'On speaking to the legal team, they have informed me if the neighbour has had enough notice and been informed twice, they can get in contact to deny the water being turned off your team can override them with a final letter informing them they have had chances to contend and there no reply means they are o.k. with the water being turned off. The water from the leak has over-taken my back garden and now seeping into the front garden.'*

Miss T was told that RSA wouldn't be able to turn off the water supply to any of the affected homes without the required permission. On 20th March Miss T told RSA that none of her

neighbours had received a letter from RSA. It was then discovered that the letters had been sent to the wrong addresses. Miss T confirmed the correct addresses to send the letters to.

On 4 April Miss T advised that she had contacted the water board to ask them to switch off the water supply on 24 April to allow RSA to complete their investigation, and repairs. But before this could happen RSA received notification from the local council on 19 April confirming the homeowners had provided authority.

On 2 May company H attended to Miss T's home emergency. But they didn't complete any work. Company H told Miss T this was because there was no answer when they tried to knock on the door of one of the affected houses. Miss T called RSA to complain about work still not being carried out, and what the on-site engineer from company H had told her. RSA contacted company H and advised they could continue with any work if there was no answer at the door. The repairs were carried out on 3 May.

Miss T contacted RSA on 25 May asking when further reinstatement work would be completed. On 5 June Miss T received notification that an appointment had been arranged for 8 June 2023 for reinstatement work to be carried out. Miss T took time off work in order to attend this appointment. However the engineer didn't attend. Miss T complained about the time taken to complete remedial work, and that she hadn't been contacted after the engineer missed the appointment. Another appointment was arranged for 29 June. On this date, the required reinstatement work was completed.

RSA responded to Miss T's complaint on 5 July. RSA said the delays on the claim were out of their control as the homeowners didn't provide permission until much later on in the claim. Miss T was unhappy with this response, and asked for this service to consider her complaint.

The investigator found that the response from RSA didn't recognise the poor service and upset caused to Miss T during the claim over a prolonged period. The investigator recommended RSA pay Miss T £250 for the poor service Miss T had received, and the impact it had had on her over several months.

RSA didn't accept the investigator's findings saying (amongst other things) '*[RSA] have no powers; legal or otherwise to compel households to comply with their necessarily policy requests. More robust and threatening language in their correspondence would therefore have been wholly inappropriate... [RSA] have systems in place to chase for responses, bearing in mind that that have no legal expectation to receive any.*' Miss T accepted the investigator's findings. As the complaint couldn't be resolved it's been passed to me for 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 reviewed the evidence, I agree with the investigator's outcome on this complaint for broadly the same reasons. I've focused my comments on what I think is relevant. If I haven't commented on any specific point it's because I don't believe it's affected what I think is the right outcome.

Miss T contacted RSA in January 2023 to make a claim. But it wasn't until two weeks later (after Miss T called RSA asking for an update) that RSA informed Miss T about the requirement to provide notice to the impacted homeowners. At this time Miss T was told providing notice was the next step. It was reasonable for Miss T to believe that this was all that was needed.

But this didn't turn out to be the case. The work didn't go ahead as planned on 21 February, and Miss T was left feeling disappointed. After this failed appointment, it was determined that RSA would need to obtain permission from the impacted properties before company H could proceed with any work. I can appreciate the frustration caused to Miss T because of the earlier miscommunication from RSA about what they'd need to deal with Miss T's claim.

I've also considered that even if RSA had sent correct letters asking for permission, it's unlikely these would've been received. This is because they had been incorrectly addressed. It wasn't until late March that this was discovered, and corrected by RSA. I'm persuaded this added to the delays on the claim. I am mindful that Miss T was sent a response to her concerns on 8 February and this email confirmed the homes that RSA would be writing to. I have taken this into consideration when deciding what fair compensation should look like.

Once it was confirmed with company H that permission would be required from the impacted homeowners, Miss T's claim still couldn't progress because of the lack of response from the impacted homeowners. I can see Miss T was told to contact the business responsible for providing legal cover in order to get advice about asking her neighbours to co-operate with the permission requests.

But even after Miss T did this, there was confusion as to what process would be appropriate for moving the claim forward. I accept that RSA are not responsible for what Miss T was told by the legal team. But given the previous miscommunication on the claim about what would be required before RSA could complete investigation work, I can see how Miss T would've been left feeling more frustrated by the conflicting information she was receiving from the different parties involved with her claim (including RSA).

RSA say that they received notification from the council which informed their decision to instruct company H once again to complete the required work. But this communication could've been better managed- especially given previous delays on the claim. Although Miss T was looking forward to work commencing on 2 May, this didn't go ahead.

The reason for this was because company H were unsure whether they could proceed without a homeowner being present to provide consent on the day. So despite being booked for the job, and on-site ready to carry out the required work, the engineers left. Miss T was caused further disappointment and frustration because of the work not going ahead when she was told it would. The required work did go ahead on 3 May, once RSA clarified with company H the basis on which they were able to start work.

After these initial repairs were completed, it was agreed that further reinstatement work was required. But I can't see that RSA actively managed Miss T's claim from this point on. It wasn't until Miss T contacted RSA and complained about the time taken to repair the outstanding damage that RSA arranged for company H to re-attend. And even when a date was agreed, the engineer didn't turn up. As a result Miss T lost a day of work, and was caused further upset and frustration to what had already been a difficult period with RSA in trying to resolve her claim.

I'm persuaded by Miss T's testimony about the impact on her time and well-being during the several months of trying to deal with her claim. I have taken on board what RSA have explained about the impacted homeowners not responding to RSA's letters. But looking at the claim overall, that there were several aspects of the claim handling that fell below the standard we'd expect, and contributed to overall delays on the claim.

Individually these examples of poor service, including delaying in attending to Miss T's home emergency call out in a timely way, corresponding with the wrong addresses, failing to

communicate clearly with third parties instructed on the claim, and not progressing the claim for reinstatement work to be completed, don't amount to poor service that would necessarily warrant compensation. But looking at the claim overall, and the period in which Miss T was inconvenienced (several months), and how long it took to finally resolve Miss T's claim, I'm satisfied that it is fair and reasonable for Miss T to be awarded compensation for the parts of the claim that were not dealt with properly, and the impact on Miss T overall.

From the outset Miss T was chasing RSA for updates. The case notes evidence that most contacts with Miss T were as a result of Miss T calling to ask for an update on her claim. Whilst this is mostly to be expected for the part of the claim where RSA were waiting for the affected homeowners to provide permission, there were also periods of the claim at the very start, and the end when reinstatement work was being discussed, that RSA didn't actively manage Miss T's claim.

I take on board that the issue with writing to the wrong address was not noticed by Miss T. And if it had, RSA may have written to the correct addresses sooner. But given the number of times Miss T had contacted RSA, and as RSA were ultimately responsible for managing the claim, I think the addresses could've been verified sooner in the process. This may have impacted how the claim progressed later on.

I've also considered the information provided to Miss T during her claim, and how her expectations were managed. At the very start Miss T was provided with an overview of what was required on her claim. But this turned out to be incorrect- as it was permission, not notice, that company H needed to see evidence of before the claim could proceed.

When agreeing for work to start on 2 May, I think RSA could've done more to set clear parameters with company H on the circumstances in which they could continue when arriving at Miss T's home. Especially given the time Miss T had already waited to have her home emergency dealt with, and the on-going issues with consent, and notice. Because this didn't happen, Miss T was caused further disappointment and upset with this appointment having to be rearranged.

Lastly, the reinstatement work wasn't acknowledged or prioritised by RSA despite the length of Miss T's claim. Miss T had to chase to ask for an update, and even when a date was confirmed, it didn't go ahead as planned. Miss T's frustrations with the overall handling of her claim were therefore made worse by this last part of her claim being mismanaged.

Having considered these events, and the overall handling of Miss T's claim, I think payment of £250 is fair compensation to Miss T. I say this because it reasonably reflects the aspects of poor claim handling on the claim, and the impact on Miss T over several months as a result of chasing RSA, and living in her home with her home emergency claim unresolved.

Putting things right

The investigator recommended a payment of £250 to recognise the impact on Miss T as a result of the poor service provided by RSA. I think this compensation is fair and in line with what I would direct in similar circumstances.

My final decision

For the reasons provided I uphold this complaint.

I direct Royal & Sun Alliance Insurance Limited to pay Miss T £250. Royal & Sun Alliance Insurance Limited must follow my directions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 7 November 2023.

Neeta Karelia
Ombudsman