

## The complaint

Mr and Mrs P complained that their claim for a shattered glass skylight was unfairly declined by Royal & Sun Alliance Insurance Limited (“RSA”) and they felt RSA didn’t do enough to provide a temporary repair. RSA provided home insurance which included home emergency cover.

## What happened

Mr and Mrs P made a claim when their glass skylight shattered in their home. Damage was caused by the shards of glass that fell into the room below.

Mr and Mrs P wanted RSA to provide a temporary repair to the damaged skylight under their home emergency cover, but RSA said the repair required scaffolding to safely work at height. RSA said the costs of providing scaffolding would’ve taken the cost of the repair above the limits on the policy, so said it wasn’t covered.

Mr and Mrs P consulted their contractor who installed the skylight and they said he informed them the damage was likely caused by expanding particles of nickel sulphide within the glass. RSA considered the claim under the storm peril, but as there was no evidence of adverse weather at the time of the incident it said it couldn’t accept the claim on that basis. It also said Mr and Mrs P hadn’t paid for accidental damage cover, which was an optional extra on the policy, so it wasn’t able to consider the damage from this perspective.

Mr and Mrs P want their claim settled in full, including a full clean of their property to remove the shards of glass, replacement of the skylight and repairs carried out for all the resulting damage.

Our investigator decided not to uphold the complaint. She thought RSA had fairly declined the claims in line with the terms and conditions of the policy. She didn’t think there was opportunity for Mr and Mrs P to benefit from the policy in these circumstances. Mr and Mrs P disagreed, so the case has been referred to an ombudsman.

## My provisional decision

I made a provisional decision on this on 5 September 2023. I said:

*“Not all policies cover every eventuality – they are commonly designed to cover the main risks (E.g., storm, theft, fire etc). Policies that cover all risks tend to be expensive, so most policies, and as in the case of Mr and Mrs P’s policy, it only provides cover for certain risks. RSA has set a premium for the customer based on the level of risk it perceives. This is a commercial decision for RSA, and Mr and Mrs P are entitled to shop around to get a policy that suits their needs at an affordable price.*

*I’ve considered the points Mr and Mrs P made in terms of not getting a satisfactory response to their emergency, in that RSA were unable to make a temporary repair. The home emergency response part of the cover is limited to £500. RSA has explained that the cost of providing a temporary repair would’ve far exceeded this amount due to the height the repair*

*needed to be carried out at and the need for scaffolding.*

*Mr and Mrs P have explained that when their contractor carried out the repair he did this off a ladder. He said he doesn't know how RSA concluded how it did, without even carrying out a site survey and a proper risk assessment.*

*I do have sympathy with Mr and Mrs P's viewpoint, as I don't think there is evidence of a thorough safety assessment by RSA at the time. Therefore, I uphold this aspect of the complaint, as I'm not sure how RSA could've reached that conclusion without properly reviewing the site. I can see Mr and Mrs P's contractor charged £250 plus VAT for the removal of the broken glass and the emergency clear up. I sense it has chosen the easy option.*

*I intend that RSA refunds these costs once Mr and Mrs P has provided valid receipts or evidence this amount has been paid. I think RSA not providing a temporary repair would've caused some distress for Mr and Mrs P for the security of their home and further exposure to the elements. I think they've had to act fast to get a solution, so I think they were inconvenienced. So, I intend to award £200 compensation for this.*

*I've considered Mr and Mrs P's claim for the replacement of the damaged glass and for the repair of any damage caused by it shattering. Unfortunately, I won't be upholding this aspect of the complaint. I'll explain why.*

*I think RSA has been fair in considering the claim under the storm peril. But as there were no adverse weather conditions, I think it was reasonable not to accept the claim under this peril. Mr and Mrs P didn't pay to have accidental cover, so I can't see any other part of the home insurance policy that would've covered them for this incident. Therefore, I think RSA has been reasonable to decline the claim as the policy doesn't cover the damage aspect of the incident".*

## **Responses to my provisional decision**

Neither party replied to my provisional 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.

As neither party provided any new information, I don't see any reason to change my provisional decision.

## **My final decision**

My final decision is I uphold this complaint in part. I require Royal & Sun Alliance Insurance Limited to:

- Reimburse Mr and Mrs P £250 plus VAT for the emergency clear up (on the provision of proof of payment)
- Pay Mr and Mrs P £200 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 18 October 2023.

Pete Averill  
**Ombudsman**