

## The complaint

Mrs C and Mr C are unhappy with the service provided by Royal & Sun Alliance Insurance Limited (RSA) following a claim made on their home insurance policy.

Mrs C and Mr C are both parties to this complaint. Mrs C has primarily dealt with this service. For ease of reference I have referred to Mrs C throughout this final decision.

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 Mrs C's claim.

## What happened

In December 2022 Mrs C returned from holiday to find that her home had been flooded following a burst pipe. Mrs C contacted RSA to register a claim for the damage caused to her home and contents. RSA instructed a loss adjuster to assess the damage, and provide a scope of works.

In March 2023 RSA provided Mrs C with a scope of works, and a breakdown of costs. Mrs C wasn't happy with the amount being offered to complete remedial work. Mrs C complained to RSA about the delays, and lack of proactive management of her claim.

RSA responded to Mrs C's complaint on 27 May. RSA recognised that the claim had not been handled in line with their usual service standards. RSA offered Mrs C £400 in recognition of the delays on the claim, and impact on Mrs C.

Mrs C was unhappy with this response, and asked for this service to consider her complaint. The investigator found that the compensation offered by RSA didn't go far enough in recognising the upset and inconvenience caused to Mrs C. The investigator recommended RSA pay Mrs C an additional £200. The investigator explained as the claim remained open and on-going, the findings and compensation recommended was only in relation to the period from when the claim started to the date of the final response in May.

Mrs C didn't accept the investigator's findings saying (amongst other things) *'we are still finding them difficult to deal with and causing us significant delays. They have now come up with a number for their liability to restore the house, and will not budge on this, however, key items are missing. We cannot get hold of anyone to come and review the restoration needed (they last came in March – pre-drying), and they are steadfast in their views.'*

## 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.

Whilst I accept that claims of this nature do often take some time to properly scope out, I don't think the delays on the claim were reasonable. RSA accept this fact. So the dispute now relates to the award of compensation that should be paid in recognition of what went wrong, and the impact on Mrs C.

Mrs C has explained that her claim remains open, and unresolved. Mrs C has provided a summary of issues that RSA have failed to respond to more recently. I've carefully considered Mrs C's comments. And I don't doubt that the claims process has caused Mrs C and her family undue upset and frustration. But when reaching my decision on Mrs C's complaint, I've only considered events up to the date of the final response letter. This is because our rules only allow us to consider a complaint that a business has had a chance to respond to first.

Mrs C can still complain about events that have happened after RSA's final response letter, but this will be dealt with as a separate complaint. This is to allow RSA the opportunity to respond first, and the chance to put things right. It is strongly recommended that RSA take steps to progress Mrs C's claim in a timely way from this point on.

When considering the impact on Mrs C, between December 2022 and the date of RSA's response in May 2023, I'm persuaded the compensation amount of £600 recommended by the investigator is reasonable, and in line with what this service would direct.

This amount takes into consideration the undue delays in updating Mrs C about next steps for her claim. It also accounts for the months of waiting for remedial work to begin. Because of these delays, Mrs C was forced to continually raise issues with RSA about the impact on her health and well-being. Mrs C was also concerned for her family, as a result of having to stay in mouldy, damp conditions, over a prolonged period of time. It was several months after the initial appointment in December 2022 that RSA sent a detailed response to Mrs C about the scope of works that would be included. This amounts to poor service, and it's reasonable that RSA compensate Mrs C for the upset and inconvenience caused.

Having considered these events, and the overall handling of Mrs C's claim during the period in question, I think payment of £600 is fair compensation to Mrs C. I say this because it reasonably reflects the period of delay, the impact on Mrs C as a result of chasing RSA, and upset caused as a result of living in her home with her escape of water claim unresolved.

### **Putting things right**

I direct RSA to pay Mrs C and Mr C £600. This includes the £400 already offered in the final response letter (if not already paid), and an additional £200.

### **My final decision**

For the reasons provided I uphold this complaint.

Royal & Sun Alliance Insurance Limited must follow my directions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 20 November 2023.

Neeta Karelia

**Ombudsman**