

## **The complaint**

Mr R complains about Royal & Sun Alliance Insurance Limited's ("RSA") handling of his home insurance claim.

RSA is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As RSA has accepted it is accountable for the actions of the agents, in my decision, any reference to RSA includes the actions of the agents.

## **What happened**

In late 2019, Mr R contacted RSA about damage to his property caused by leaks in the mains water supply outside his home. RSA told him he would need to get a cause of damage report for it to consider his claim. Mr R's claim was re-opened in early 2021 after he provided further information.

Mr R later brought a complaint to our service about RSA's handling of his claim. His complaint was resolved in July 2021, after RSA agreed to carry out certain repairs to his property.

In late 2022, Mr R raised a complaint with RSA because repairs hadn't been completed. He didn't receive a response from RSA, so he asked our service to consider his concerns.

Our investigator thought Mr R's complaint should be upheld. She didn't think RSA was responsible for delays from July 2021 to February 2022 because Mr R had been trying to find the correct floor replacement and had been unwell. She acknowledged some further complications involved in getting the start date for works after that. She thought that RSA was responsible for some avoidable delays in moving things forward from September 2022 until September 2023. So, she recommended RSA pay Mr R £500 compensation, as well as complete the works needed to settle the claim.

Mr R didn't think the £500 our investigator recommended was enough to compensate him for what he'd been through over the last two years. He said the garden had become overgrown while he hadn't been living in the property and the guttering was leaking. RSA had told him he needs to pay for works to his garden, which he didn't feel he was responsible for. He was unsure whether he should allow RSA to go ahead with repairs.

Mr R also made some comments about the service he'd received from RSA, including a delay in paying for alternative accommodation and it not giving him a breakdown of payments it had sent to him.

As Mr R disagrees with our investigator's outcome, the complaint has been passed to me to decide.

## **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've reached broadly the same conclusions as our investigator. I'll explain why.

I've considered everything Mr R has told our service, but I'll be keeping my findings to what I believe to be the crux of his complaint. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

I understand that Mr R's claim has been ongoing for quite some time and it's likely to remain open for several more months. Mr R has made us aware of some other concerns since our investigator issued her outcome to this complaint.

I thought it would be helpful to provide some clarity about the Financial Ombudsman Service's role and the scope of the complaint that I'm deciding. Our role is to resolve disputes between complainants and financial businesses, to help both parties move on. It isn't our role to handle a claim or to deal with matters as they arise.

In this decision, I will only be considering matters Mr R has raised with RSA that occurred after the resolution of his previous complaint (in July 2021) up to 5 September 2023 - which is when RSA advised us of its position regarding his complaint.

I can see that RSA arranged for a surveyor to attend Mr R's property to look at some cracking to the front in order to establish if it related to his claim. This visit took place in July 2021.

Following this, there appear to have been some difficulties with sourcing flooring. According to RSA's notes, the builder was awaiting Mr R's choice of flooring and he was struggling to find one that was suitable. RSA looked into the possibility of salvaging some of the floor and Mr R experienced some health issues during this time.

After the flooring was chosen, there were some concerns about the possibility of asbestos in the bitumen layer beneath the existing parquet floor. After this was tested, RSA's contractor was given the go ahead to proceed with the repairs.

The repairs were scheduled to begin in September 2022. Mr R and his family moved into alternative accommodation and items were placed into storage. However, a couple of weeks later RSA's contractor raised concerns about damp. RSA instructed a drying company to carry out salt tests to determine if there was rising damp in the property.

The drying company found evidence of nitrates in some of the property walls but felt this was claim-related. It said it believed the damage was a result of the mains water pipe saturating the external walls for a long period of time, allowing the moisture to bridge above the damp proof course.

RSA instructed a surveyor to attend Mr R's property. This visit took place in December 2022. RSA has provided us with a copy of the report it says was also shared with Mr R.

The surveyor concluded that elevated salt levels in the brickwork were influencing moisture meter readings, resulting in false damp readings. The report says gravimetric analysis confirmed brickwork to be dry in areas where high moisture meter readings were obtained.

The report refers to evidence of repairs to address historic damp issues. It says the failed water main at the front of the property could have exacerbated inherent damp problems, but

it didn't believe it would have had a significant effect on the kitchen extension to the rear of the property.

The surveyor made some suggestions on addressing issues of rising damp but went on to say:

*"It is unlikely that all the damp problems can be resolved in a property such as this. Improvements can be made, but some issues will need to be managed.*

*In our opinion a normal state of equilibrium has been reached for this property..."*

It said it assumed the drying company would be happy to issue their drying certificate.

Mr R says there weren't any issues of damp in his house, prior to the event his claim relates to. He says RSA wouldn't agree to carry out the repairs unless he signed a waiver meaning that he'd be responsible if there were issues with the repairs due to the damp. He's also expressed concerns that he might have difficulty selling the property in the future if the damp issue isn't addressed.

RSA says an impasse was reached because Mr R wouldn't agree for the works to proceed. It told us that the loss adjuster met with Mr R to discuss the issues in early August 2023, but Mr R still wasn't willing to allow the works to proceed. It said Mr R still considered there were issues and the property remained wet.

RSA told us Mr R's property undoubtedly had pre-existing damp issues and it was trying to work with him to allay his fears and get his buy-in to the work proposed. It said it had arranged for a building surveyor to attend the site to:

- Undertake a full assessment of the condition of the house.
- To check the services fully to identify if there were any issues with the plumbing.
- To draw up a schedule of works.
- To obtain prices; and
- Oversee the works through to completion.

I understand, from what Mr R has told us, that the surveyor's visit took place in September 2023, and a new schedule of works has been drawn up.

I appreciate Mr R believes that any damp in the property was due to the escape of water incident he's claiming for. However, the report from RSA's surveyors (dated December 2022) suggested there were also historical damp issues that didn't relate to the claim.

I acknowledge that the drying company believed that the salts in the walls were claim-related. But the surveyor who visited in December 2022 carried out a more in depth survey. So, I don't think it was unreasonable for RSA to have concluded that there was a pre-existing damp issue, aside from the claim-related damage.

I think RSA's communication with Mr R could have been better and it could have done more to progress the claim faster. However, RSA has continued to cover the cost of alternative accommodation whilst this matter was in dispute. And I think the instruction of another building surveyor was a reasonable step forward.

I appreciate this has been a difficult time for Mr R and his family who have been living away from their home for over a year. However, RSA has indicated that it's willing to pay Mr R the

£500 compensation our investigator recommended. And I think this fairly recognises the distress and inconvenience Mr R has experienced as a result of RSA's poor service.

### **Putting things right**

RSA should:

- Complete the works required to settle Mr R's claim.
- Pay Mr R £500 for distress and inconvenience.

### **My final decision**

For the reasons I've explained, I uphold Mr R's complaint and direct Royal & Sun Alliance Insurance Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 17 November 2023.

Anne Muscroft  
**Ombudsman**