

The complaint

Mr W has complained about the service provided by Royal & Sun Alliance Insurance Limited ('RSA') under his emergency home insurance policy.

For the avoidance of doubt, the term 'RSA' includes its agents and contractors for the purposes of this decision.

What happened

Unfortunately, Mr W's home was broken into in November 2022, and he reported the matter to RSA as he wanted his home to be secured under his home emergency policy. He said that the locks needed to be changed and a door wouldn't close. Mr W had to chase RSA and received no information from it for over 24 hours. Mr W then arranged the locks to be changed under his buildings and contents insurance policy, however this meant that he had to pay a £250 excess under that policy.

Mr W complained to RSA as he considered there had been a service failure. RSA upheld Mr W's complaint and offered £75 compensation. Mr W didn't consider that this adequately reflected the distress and inconvenience which had been caused by RSA. As RSA maintained its stance, Mr W referred his complaint to this service. The relevant investigator upheld the complaint. He considered that an additional £125 compensation (£200 in total) would provide a fair and reasonable level of compensation to reflect the distress and inconvenience caused.

RSA disagreed with the investigator's view. In the circumstances, this matter has been referred to me to make a final decision in my role as Ombudsman.

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.

Mr W explained the circumstances of his claim and that he'd telephoned RSA on the morning of the break-in to inform RSA that his home wasn't secure as the back-door lock was broken, house keys had been stolen and the locks needed changing. He also explained to RSA that there were vulnerable persons living in the home.

Mr W was informed by RSA that someone would contact him within four hours. After four hours, he rang the relevant RSA contact as he'd heard nothing *'and my house was still insecure and exposed to the cold.'* Mr W said they rudely told him to be patient. He then waited most of the day until early evening and then rang again as he was getting worried as he'd heard nothing, and it was dark outside. He was informed that he'd still have to wait and didn't know when somebody would be coming.

Mr W then spoke to his buildings and contents insurers who were very helpful, however they had to restart the claim and Mr W had to pay a £250 excess, even though he said no excess was payable under his policy with RSA. Mr W paid the excess as he wanted to secure his

home. A locksmith was eventually sent around 19 hours after the break-in. RSA telephoned in the early evening of the following day to say that a locksmith could come round that evening even though Mr W's locks had already been changed.

In summary, Mr W said he'd already been in an extremely distressed state as he'd encountered the burglars. He was unsettled as his home had continued to be left unsecure all day, as the back door was open, and the burglars had a set of keys to the house. He'd felt extremely stressed and vulnerable, and he also had vulnerable family members at home. On top of the shock, he'd found the claims process and *'lack of service'* extremely stressful and upsetting. He'd paid the excess so he and his family could get some sleep. He said he shouldn't have had to pay this excess as he paid a premium for home emergency cover. Mr W said he'd also had to take two days off work. Mr W said that RSA hadn't delivered what he'd paid for each month through his insurance premiums.

RSA said that at the point and when the claim was registered, it wasn't assessed *'as the call had been transferred through to an Overflow Team, due to the call volumes being received at that particular time.'* It said that following Mr W's second call, unfortunately the call was again directed to the same team. It said that a short while later, the claim was assessed and accepted and a text message was sent, advising that RSA would be in touch within 3 hours. It acknowledged that a further call was received from Mr W and the same team agreed to escalate the claim. This contact occurred the day after the break-in.

RSA upheld Mr W's complaint. It accepted that for emergencies relating to security, it had an agreed service delivery timescale of 4-hours for an initial attendance. It fully accepted that this timescale wasn't met. It explained that it had experienced a higher than anticipated volume of requests for assistance and this had stretched the resources of its claims' handlers and contractors. It said this resulted in calls being diverted to an overflow team who weren't trained to assess complex home emergency claims. It added that the home emergency policy would provide a temporary repair only to make the home secure, and the replacement of the lock wouldn't have been covered under policy. It said that a change of locks would have needed to be completed by on a private basis in any event.

It said it wouldn't have been able to advise Mr W at the outset that he could approach his buildings insurer regarding the changing of locks, as it couldn't make these assessments prior to the attendance of a contractor. It also said that the customer should have awareness of what the policy covered, and that policy documents were provided at point of purchase. It said it wasn't an advisory service and challenged the notion that it would be able to advise the customer what insurance would be more appropriate.

In summary however, it accepted that Mr W experienced delays in the provision of assistance, *'which was not addressed at the point of the claim despite you making several additional contact attempts.'* It considered that an apology and compensation of £75 was appropriate in the circumstances. It disputed that more money should be offered as it was a situation that *'we largely had no control over.'* It said that the events related to the burglary weren't within its control and nor was *'the resource availability of the contractors.'*

The starting point in determining cases of this nature is the wording of the relevant policy. Here, the relevant wording states in relation to security: *'The insurer will arrange an emergency repair to make the home safe and/or prevent further damage in the event of damage or failure to the...external lock, door or window.'* It also refers to: *'The reasonable efforts made by the approved engineer during a visit to the home to complete a temporary repair to limit or prevent damage or if at similar expense the cost of completing a permanent repair in respect of the cover provided.'*

I appreciate that RSA experienced a high volume of demand on the day on which Mr W reported the break-in. However, Mr W reasonably expected emergency assistance in a situation where security at his home had been compromised as in this case. RSA accepted that its agreed service delivery timescale was 4-hours for an initial attendance. In this case, RSA didn't contact Mr W to offer practical assistance until around 30 hours after reporting the incident. I consider this to be a significant service failure. Whilst RSA rightly stated that the burglary events were not within its control, the customer experience in terms of service levels and communication were matters for which RSA was responsible. In this case, it's clear that RSA fell short of its own service level standards.

RSA stated in its final response letter that the policy wouldn't pay for replacements of locks. However, I note from the wording of the policy that a permanent repair may have been considered in certain circumstances, and therefore it's possible that the policy terms and conditions would have allowed locks to be changed. This is supported by RSA's comment that it couldn't assess the position until its own locksmith or contractor had attended. Nevertheless, this doesn't change the fact that it would reasonably be expected that RSA would provide an effective emergency service in the circumstances of this case.

I've also considered the impact that the service failure would have had upon Mr W and his family. I note that RSA was aware that there were vulnerable persons in the household. I can also understand that Mr W was in a heightened state of anxiety at the relevant time. A set of keys had been stolen and the home was not secured with a second night approaching. The absence of emergency assistance from RSA will therefore have increased levels of distress for Mr W in an already stressful situation.

In conclusion, I'm satisfied that £125 compensation in addition to the £75 compensation already offered by RSA would be a reasonable outcome to Mr W's complaint.

My final decision

For the reasons given above, I uphold Mr W's complaint and I require Royal & Sun Alliance Insurance Limited to pay £125 compensation in addition to the £75 already offered to Mr W for the distress and inconvenience caused.

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

Claire Jones
Ombudsman