

The complaint

Mr B complains that Royal & Sun Alliance Insurance Limited ("RSA") has unfairly handled a claim under his landlord buildings insurance policy.

Any reference to Mr B or RSA includes any respective agents or representatives.

What happened

The background of this complaint is well known between parties. So, I've provided a summary of what's happened.

- Mr B owns a tenanted property. Following a spillage in the bathroom, damage was caused to the property's bathtub. Mr B made a claim to RSA which it accepted. RSA sent out an agent (Company B) to review the damage, who in turn appointed a specialist to complete a repair (Company M).
- Mr B complained to Company B about the quality of the repair. He sent photos and videos that he said highlighted the repair was substandard and had left an area of discolouration. He says Company B and a manager at RSA reviewed the evidence and agreed the repairs were not sufficient and that a new bath would be required in line with the policy terms.
- Mr B submitted a quote from a contractor of his own (Company R). RSA's appointed agent (Company S) also reviewed the works and stood by Company M's repair, saying this was of satisfactory quality.
- Following a complaint, RSA issued a final response letter. It acknowledged its agent had previously indicated there was damage as Mr B said. But said the manager in question had misinterpreted movement of shadow in photos as discolouration. And it said the two reports it had available showed the repair was successful so it wouldn't look to do anything further.
- So, the matter came to this Service. Mr B said as RSA cannot repair the bath to its original condition it should replace new for old, which would involve the replacement of the bathroom suite minus a percentage to account for a matching sink and toilet.
- One of our Investigators looked into what happened and didn't uphold it, saying she'd carefully reviewed all of the available evidence, including Company M and Company S's reports and Mr B's photos. She said the pre-repair damage photos showed discolouration, but this wasn't present post-repair. She said the photos Mr B had submitted included a lot of light reflection, but from what she could see these did not show the damage he described. So, she didn't direct RSA to do anything further.
- Mr B disagreed – reiterating RSA's agent had previously agreed with him and questioned the impartiality of the reports relied upon. He submitted further photos and a video.
- The investigator looked again but reiterated she was unable to see the issues from the photos or videos provided.

So, the matter has been passed to me for an Ombudsman's final 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 done so, I'm not upholding this complaint. I'll explain why.

- It's not in dispute that Mr B has had damage to his bathtub and that RSA has accepted the claim and agreed to put this right. Nor is it disputed that the option of how to settle the claim sits with RSA, under its policy terms, allowing it to determine whether it should repair, replace, or cash settle.
- Here, RSA has sought to repair the damaged bath – which on its face, is not unfair. The dispute arises over the quality of this repair. So, I've looked at the available evidence to determine if RSA has treated Mr B fairly in the circumstances. I'll discuss this in turn.
- Mr B has submitted a handwritten quote from Company R which states:
"An attempt of refurbishment to bath has taken place to the substrate which is not colour matched and would be impossible to match and this bath is beyond repair."
- The Company M report includes photos of pre-repair and post-repair, with comments from the agent which state the repair was successful. From what I can see in the photos, the damage appears fixed.
- I've reviewed Company S's report. This includes a number of photos of the bath after repair had taken place. From these photos, in my view, it does appear there is no discolouration. The agent describes at length why they believe there's no discolouration present from their in-person review, concluding:
"I simply couldn't see any discolouration and the insured was unable in person to show me the discolouration which in my opinion is evidence enough that there is nothing that needs replaced."
- Mr B has also provided various photos and a video of his bath. From what I've seen, the damage is simply not present as he's described. The lighting in the photos differs between pictures and I can see various shadowing across the area. But this doesn't appear to me to be the residual damage or discolouration Mr B has described.
- Having reviewed all of this evidence, I'm satisfied the two reports produced by Company M and Company S are more persuasive than Company R's. I say this in light of the detail of the reports, as well as the supporting photos satisfying me that Company M's repair was sufficient.
- Mr B has put forward that RSA's agent also agreed with Mr B. This isn't disputed by RSA. But I wouldn't expect it to be bound by such a view, particularly when followed up with the report produced by Company S. As I'm satisfied the available evidence supports the original repair carried out by Company M was satisfactory, I wouldn't consider these comments from the member of staff in question to outweigh the view of others who reviewed the bath in person – particularly taking into account the level of detail described by Company S and M. I do accept management of expectations could have been better here on part of RSA, but this isn't to the extent that I would look to make any sort of award given the limited impact.

My final decision

For all of the above reasons, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 5 March 2024.

Jack Baldry
Ombudsman