

The complaint

Mr J and Mrs J complain that Royal & Sun Alliance Insurance Limited are unhappy with the settlement offered by RSA following damage to their garage roof.

What happened

Mr J and Mrs J jointly hold a buildings insurance policy with RSA.

In August 2023 they made a claim following an incident in which a third party vehicle crashed into a telephone pole causing it to fall onto one side of their garage gable roof, causing damage to the tiles and mortar.

Mr J and Mrs J provided RSA with a quote for the repairs for £620 plus VAT. RSA sent out one of their assessors who examined the roof to validate the claim, and RSA then agreed to settle the claim for the £620 plus VAT, and payment was issued minus the excess and the VAT.

Mr J and Mrs J then sent in two new quotes which included mortar repairs to the other side of the gable roof. They said that the roofer had advised this was required because of the mismatch in colour between the new and old mortar.

RSA refused to increase the settlement and Mr J and Mrs J complained. They also complained that there was no VAT paid on the settlement amount. RSA didn't change their decision and explained that the VAT will only be paid upon receipt of a VAT invoice.

Mr J and Mrs J were unhappy with this response and so they brought their complaint to us.

One of our investigators looked into Mr J and Mrs J's complaint and he thought that RSA had acted fairly.

Mr J and Mrs J disagreed with our investigators view, and so the case has come to me to review.

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.

I have to decide whether RSA have properly applied the terms of the policy when dealing with this claim and acted fairly and reasonably.

The settlement

Mr J and Mrs J initially said that they had been advised that the mortar needed replacing on both sides of the roof so that it would match. They later said that the roofer who undertook the repairs told them there was damage (cracking) to the mortar on the other side of the gable roof as a result of the impact on the damaged side and so the mortar needed replacing

anyway. Mr J and Mrs J were unhappy that RSA's assessor didn't examine both sides of the gable and said it should all be covered.

RSA's policy says at p56 "We'll pay the cost of the work carried out to repair or replace the damaged parts of your buildings". So, RSA aren't obliged to cover any work or damage not caused by the impact of the telephone pole.

Although the roofer has subsequently told Mr J and Mrs J that there was damage to the mortar on other side of the roof, I haven't seen any evidence that cracking on the other side of the roof was connected to the impact, and so I think that RSA are entitled to rely on their assessor's report in the absence of any evidence that the further cracking is related.

I can see that Mr J and Mrs J have provided some photographs which show a crack in one place in the mortar at the end of the gable, but without expert evidence, I can't fairly say that this is connected to the impact, and it is just as likely that it has been caused over time, as mortar does crack due to weathering.

So, I don't think RSA have acted unfairly here in settling the claim as they have.

VAT

RSA have explained that they only issue the VAT on the repairs after a VAT invoice has been provided to them. They have agreed to pay the VAT once Mr J and Mrs J have sent in the invoice.

My final decision

My decision is that I'm not upholding Mr J and Mrs J's complaint, and Royal & Sun Alliance Insurance Limited don't need to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Mrs J to accept or reject my decision before 1 April 2024.

Joanne Ward
Ombudsman