

The complaint

Dr H's complaint is about the handling of a claim under his home emergency insurance policy with Royal & Sun Alliance Insurance Limited ("RSA").

RSA is the underwriter of this policy, *i.e.* the insurer. Part of this complaint concerns the actions of the agents it uses to deal with claims on its behalf. As RSA has accepted it is accountable for the actions of the agent, in my decision, any reference to RSA includes the actions of the agents.

What happened

On 25 October 2022, Dr H contacted RSA to report a leak in the bathroom ceiling of his property which he had noticed the day before.

RSA confirmed that there would be cover for the claim and that a roofer would attend on 28 October 2022. Dr H says he waited in all day on 28 October 2022 but no one arrived. Dr H says he had to collect the water that was continuing to leak through the ceiling during this time. He contacted RSA on 29 October 2022 and says that, without prior appointment, a roofer attended that day.

Dr H says the roofer was unprofessional and failed to carry out any repair. He says the roofer had to borrow his ladder in order to inspect the roof and after a " *cursory* " inspection said the water was making its way through a crack in the cement on the roof. Dr H says the roofer tapped this part of the roof and left. Dr H says he did not do anything to seal the crack, or cover it to prevent it leaking. Dr H says the leak therefore continued.

Dr H says that after he contacted his brokers, they complained to RSA on his behalf and it agreed to send another roofer to do a proper repair or reimburse him if he arranged the repair. Dr H says he therefore had the roof repaired on 21 January 2023. His roofer removed several tiles and Dr H says that because of the delay by RSA there was a wide area of felt and wood underneath which had rotted. Dr H paid £1,220 for the repairs and sent the invoice to RSA for reimbursement.

RSA does not agree that it should reimburse this cost. RSA says its obligation under the policy is to provide an emergency repair only, to stop the immediate leak, which its contractor did in October 2022. RSA says its roofer advised that the lead sleeve halfway up the roof had lifted and he knocked this back. It says the roofer said he had done a "*partial temp fix*" but there would need to be a permanent repair carried out, including cementing down the lead sleeve, which is not covered under the policy.

RSA therefore does not agree that it is responsible for any further damage to the property or the cost of the permanent repair.

After the complaint was referred to this service, RSA also said that it had carried out a partial, temporary repair as a gesture of good will as the policy only provides cover in the event of loose, broken or missing tiles, as a result of a sudden and unforeseen event. RSA

says that is not the case here and the damage was instead due to a lack of maintenance of a roof that is 20-25 years old.

RSA also says that Dr H did not advise that the temporary repair had failed until nine days after the attendance but in any case, it is not responsible for any damage to his property, as it fulfilled its obligations under the policy.

In respect of the contractor attending without a ladder, RSA says this was not raised with it earlier and so wasn't investigated or addressed at the time of the complaint. Given the time that has now elapsed, it says it would be difficult to obtain a definitive answer about this from the contractor but it thinks it is unlikely that a roofing contractor would not have had a ladder. RSA also says it cannot say now why the appointment originally booked for 28 October 2022 was moved to the next day but it assumes that perhaps the weather meant it would not have been safe to do roofing works on 28 October 2022. As it cannot explain this, RSA offered £50 compensation for this.

Dr H remains very unhappy with this. He says no repair was carried out in October 2022 and knocking back the lead sleeve cannot be considered an emergency repair.

One of our Investigators looked into the matter. He did not think that RSA had acted unfairly or unreasonably. The Investigator was satisfied that RSA had carried out an appropriate emergency repair, which is all it was obliged to do and that the offer of compensation was reasonable.

Dr H does not accept the Investigator's assessment. He has made a number of points in support of his initial complaint and in response to the Investigator. I have considered everything he has said but have summarised his main points below:

- There was a delay of five days before RSA's contractor attended. The policy covers emergencies and it was duty bound to attend immediately.
- The policy states that the claimant has to ensure access to the property for inspection by the contractor within 24 hours of reporting a claim. This, realistically, should in turn also imply that the insurance company has a duty to ensure that the contractor attends within that period.
- RSA's roofer was unprofessional and didn't even have a ladder with him. He did not complete a suitable emergency repair.
- Additional damage was caused due to this delay. Had the leak been stopped in time, all the problems that followed could have been avoided.
- The roof was leaking during persistent spells of rain for several weeks and the ceiling was at risk of collapsing. This caused him and his wife (both in their seventies with age-related health issues) a great deal of stress and anxiety.
- RSA agreed to pay the costs by email of 26 January 2023 but since refused to do so.
- RSA has now introduced a new reason for not acting properly under the policy, which is that the roof was not in good condition. There was no previous problem with his roof and it has been kept in good condition. There is no basis for this argument.
- The refusal to refund the expense of repairs is totally unfair, unjustified and contrary to norms of professional business ethics. The policy was taken out in good faith and he has been let down when he needed help.
- He made a sincere offer to RSA to discuss settlement but it has refused to discuss it.

As the Investigator has not been able to resolve the complaint, it has been passed to me.

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.

Policy cover

Dr H's policy provides cover for various specified events, including roof damage as follows:

"Section 9 – Roofing

Emergency repairs following missing, broken or loose tiles causing internal water damage.

Excluding:-

- 1) damage where the roof has not been satisfactorily maintained;*
- 2) costs that should be shared proportionately across all responsible parties.*

The policy defines emergency repairs as being:"

"Emergency repairs

Work undertaken by an authorised contractor to resolve the emergency by completing a temporary repair. We will only complete a permanent repair where this can be done at a similar cost, or where there is no temporary repair available, up to the claim limit specified in this policy."

The policy also specifically excludes *"costs arising from or in connection with [...] circumstances that are not sudden or unforeseen"*.

Dr H's policy therefore provides limited cover for a temporary repair following a sudden unforeseen event which has caused missing, broken or loose tiles. The temporary repair is intended to prevent or minimise further damage to the property, pending a permanent repair being carried out.

RSA says that its roofer said the damage was caused by wear and tear that had happened over time, rather than being the result of a one-off event such as a storm for instance. Dr H says the roof was in good condition and he had not had any problems before this event. He objects to the suggestion by RSA that the roof was not in good condition and thinks the age of the roof is irrelevant.

RSA has not said the roof was not in good overall condition but that the damage to Dr H's roof was something that had happened over time, rather than due to a sudden event, and that there were no broken, missing or loose tiles. The contractor said the lead sleeve had lifted, causing water to get under the tiles, and needed to be fixed permanently. There has not been any suggestion that the problem with the roof was the result of a specific storm or other sudden event, so it seems likely to me that this was a matter of general wear and tear. Dr H feels very strongly about this but there is no convincing evidence that RSA's assessment is incorrect. In addition, the leak was not the result of broken, missing or loose tiles.

Therefore, RSA was not obliged to carry out any repair to the roof. However, RSA's contractor did carry out what it called a partial, temporary repair, which consisted of tapping down the lead sleeve (I assume to prevent water getting underneath it and causing further damage to the felt and framework under the tiles). In the circumstances, I think this was reasonable and I do not think RSA was obliged to do anything more at that attendance.

Given everything set out above, the policy would not cover the repair that was carried out by Dr H's contractor in January 2023.

Did RSA cause additional damage to the property?

Dr H also says that the repair that was needed in January 2023 was more extensive than it would otherwise have been because RSA did not attend for several days and then failed to carry out any repair (temporary or otherwise) in October 2022. I have therefore considered whether there is evidence that would support that RSA should pay for the roof repairs, regardless of the policy terms.

When Dr H reported the claim, he said that he had water entering his property through the roof.

With a policy such as this, we would expect an insurer to attend within a reasonable time. The claim was reported on 25 October 2022 and the appointment was arranged for three days later. For some reason, the appointment then took place on 29 October 2022. RSA has surmised that this would have been because of the weather conditions but there is no evidence to support this. The appointment was therefore four days after the claim reported. I do not think this was necessarily unreasonable. But even if RSA should have attended sooner than this, I do not think it would have made any difference to Dr H's position. I say this because, it seems to me more likely than not that water had been getting under the tiles before Dr H noticed the leak. Once under the tiles, the water would start to damage the felt and wooden framework. Dr H's contractor's invoice shows there was extensive damage to the felt and wooden supports under the tiles. I accept that, if there was rainfall in the time Dr H was waiting for RSA to attend then more water may have entered the property but there is no convincing evidence that the repairs Dr H had done in January 2023 would have been significantly less, had RSA attended sooner.

Having considered everything available to me, I am not persuaded that there is evidence that the damage to the roof was due to anything RSA did or did not do in October 2022. Given this, I do not think I can reasonably require RSA to pay towards the permanent roof repairs.

Did RSA agree to pay the cost of the repairs?

Dr H also says that RSA agreed with his broker to pay for the cost of the repairs. I can see there was some communication between the broker and RSA. An email from RSA dated 26 January 2023 says that RSA would consider any invoice Dr H submitted but *"to manage expectations costs associated with a permanent repair are not covered under the policy. I understand a complaint is being addressed on this point."*

I do not consider therefore that RSA made any agreement to pay the cost of the repairs, only that it would consider it. I do not think this obliges RSA to make any payment to Dr H.

Dr H has also said RSA refused to enter discussions about any settlement. I do not think it was obliged to do so. The policy sets out the terms of the contract between RSA and Dr H and it does not have to enter discussions regarding any payment that falls outside the scope of the policy.

Other matters

Dr H also says that RSA's contractor arrived without a ladder and had to borrow one. Like RSA I find this surprising but I have no real reason to doubt what Dr H has said about this. I

accept this would have been frustrating for him but do not consider that there is any award to be made about this.

RSA offered £50 for the fact that the original appointment was moved. It has surmised this was due to the weather but as stated above, there is no evidence to support this. Whatever the reason for the change, it seems Dr H was not informed of the change. I accept this would have caused some inconvenience. I therefore agree that some compensation is warranted for this and agree that the sum of £50 is appropriate.

Dr H also says he and his wife were caused a great deal of worry about the roof and the ceiling but as I think RSA did what it was obliged to under the policy, I do not think any concern about the property in general as a result of the problem with the roof, is due to RSA. I do not therefore consider that RSA needs to do anything further.

My final decision

I uphold this complaint in part and require Royal & Sun Alliance Insurance Limited to pay Dr H the £50 compensation it has offered for the distress and inconvenience caused by the postponement of the first appointment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Dr H to accept or reject my decision before 4 March 2024.

Harriet McCarthy
Ombudsman