

## **The complaint**

Mrs B complains about Royal & Sun Alliance Insurance Limited's ('RSA's') handling of a subsidence claim made under her buildings insurance policy.

Any reference to RSA includes the actions of its agents.

## **What happened**

Mrs B holds buildings insurance cover with RSA. She made a claim in late 2021 after noticing cracks in the side extension of her property.

In January 2022, RSA carried out an inspection and accepted the claim. Site investigations took place, and repairs were carried out to the drains. RSA wanted to arrange for monitoring to take place to ensure the drain repairs had resolved the cause of the subsidence, but this didn't take place.

In September 2023, Mrs B complained to RSA about the delay in progressing her claim.

RSA's loss adjuster carried out another inspection in November 2023. They thought the damage to the extension had progressed since the previous inspection in January 2022, so they concluded the drainage repairs hadn't addressed the movement. They said further investigation was needed to determine the cause of the movement, and that a six-month period of monitoring would need to take place, as well as other investigations.

RSA issued a final response to Mrs B's complaint in November 2023. It said she had failed to engage with its agents during significant periods of her claim, which had led to the delays. It noted its loss adjuster had carried out a further inspection in November 2023, and concluded the drainage repairs hadn't resolved the movement, therefore further investigations were needed to find the cause.

Unhappy with RSA's response, Mrs B brought a complaint to this service.

Our investigator partly upheld the complaint. He thought it had been reasonable for RSA to want to carry out further investigations to find the cause of the movement. However, he thought RSA had contributed to some of the delays and recommended it pay Mrs B £300 compensation. He also thought it should see if temporary repairs were needed at the property, and check the gas pipe.

RSA accepted our investigator's recommendations, but Mrs B did not. The matter has therefore been passed to me for a 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.

I see that RSA's agent had attempted to contact Mrs B in January and February 2022 but hadn't been able to do so. The loss adjuster wrote to Mrs B in March 2022 and asked her to contact the agent directly. Mrs B did so, and an appointment was made in March 2022. Site investigations were carried out and there was a problem found with the drains.

In July 2022, RSA carried out the repairs to the drains. It wrote to Mrs B on 8 July 2022 to explain it wanted to carry out a period of monitoring to ensure the drain repairs had resolved the cause of the subsidence. It asked her to confirm she was happy for monitoring to start.

It seems Mrs B didn't get in contact with RSA, but RSA also didn't chase her. The next contact between the parties wasn't until March 2023. So I agree with our investigator that there was a delay between July 2022 and March 2023, where I think RSA ought to have attempted to progress the claim. Though I also recognise that RSA had asked Mrs B to get in contact directly about the monitoring, and she didn't do so.

In March 2023, RSA wanted the drains to be inspected again, to ensure the repairs had been successful. Initially Mrs B didn't want them to do this. However, she then allowed this, and the drains were inspected in May 2023, and no issues were found.

I would have expected RSA to have then contacted Mrs B again here to arrange the monitoring, but it didn't do so until October 2023. So I think there was a further delay caused by RSA here.

The loss adjuster tried to contact Mrs B in October 2023, but couldn't reach her over the phone. They then wrote to Mrs B on 19 October 2023 to set out her options for the claim – essentially, she could either accept a cash settlement, or RSA would arrange the repairs. It's not clear if Mrs B responded to this, but I see that RSA then arranged for a further inspection to take place in November 2023.

Given the time that had passed since the initial inspection in January 2022, I think it was reasonable for RSA to carry out a further inspection. This showed that there was further damage, which led RSA to conclude the drainage repairs hadn't resolved the cause of the movement. RSA therefore wanted to arrange for a six-month period of monitoring to take place, as well as further investigations by way of boreholes and soil sampling, so it can establish the cause of the movement.

Mrs B is unhappy that RSA wants to carry out monitoring, rather than carry out the repairs needed at her home. However, the reason for this is because RSA hasn't yet established the cause of the movement. And so if repairs were carried out now to the cracks, it's likely movement would continue and those cracks would appear again. We would expect RSA to carry out a lasting and effective repair, and in order to do so, RSA needs to establish the cause of the movement so this can be addressed before any repairs take place.

Taking everything into account, I agree with our investigator that RSA was responsible for some of the delays, though in my compensation award I have taken into account that Mrs B contributed to some of the delays too. I require RSA to pay Mrs B £300 compensation as I think this reflects the inconvenience that RSA caused.

I find that it's reasonable for RSA to want to carry out further investigations and monitoring before carrying out repairs. Though, as our investigator has pointed out, Mrs B is concerned about some cracks around the gas supply pipe, and also that rainwater is apparently able to enter her property. I think RSA should check this and carry out temporary repairs if needed, so long as they don't interfere with the monitoring.

Mrs B says her neighbours were concerned about her, and called the police who then broke down her door. As our investigator has pointed out, RSA wasn't involved with this.

Mrs B has told this service that RSA won't allow her to pay her premium for the year in full, and can only do so monthly. This didn't form part of her initial complaint to RSA, and so she should raise this directly with RSA so it can look into her concerns. If RSA can't resolve the matter, Mrs B may be able to bring a new complaint to this service.

### **Putting things right**

RSA should:

- Pay Mrs B £300 compensation\*
- When RSA carries out the monitoring, then so long as Mrs B allows RSA access to the property, it should establish whether any temporary repairs are needed to the existing crack damage (so long as this doesn't affect the monitoring) to prevent rainwater from entering the property. It should also check the safety of the gas pipe (so long as this is Mrs B's responsibility).

### **My final decision**

My final decision is that I uphold this complaint in part. I require Royal & Sun Alliance Insurance Limited to do what I've set out above under the section 'putting things right'.

\*RSA must pay the compensation within 28 days of the date on which we tell it Mrs B accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 1 January 2025.

Chantelle Hurn-Ryan  
**Ombudsman**