

The complaint

Mr R and Mrs R complain about Royal & Sun Alliance Insurance Limited (“RSA”) and the decision to replace their roof with different trusses to the ones in place before a fire damaged their property. Mr R and Mrs R also complain about the service and misinformation provided around this issue during the claim and complaint process.

Mr R has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, by either Mr R or Mrs R as “Mr R” throughout the decision where appropriate.

What happened

The claim and complaint circumstances are well known to both parties. So, I don’t intend to list them chronologically in detail. But to summarise, Mr R held an insurance policy underwritten by RSA when his home was damaged significantly by a fire. So, he contacted RSA to make a claim.

RSA appointed a loss adjustor, who I’ll refer to as “S”, to manage the claim on their behalf. And S appointed another company, who I’ll refer to as “E”, to manage the repairs to Mr R’s home. Both S and E, and any contractors instructed by them, were working as agents of RSA and so, RSA remain ultimately responsible for the service they provided.

Due to the fire, Mr R’s roof was damaged to the extent where it needed to be replaced. And during this replacement, different trusses were installed by E and their appointed contractor, which impacted the head height available to Mr R when using his attic space. Mr R was unhappy about this and raised several complaints about this over several years.

RSA initially relied on E’s advice that different trusses were required to meet building regulations. But it has since transpired that this wasn’t factually correct information. So, RSA issued a complaint response to Mr R accepting this error, and the inconvenience this caused, paying Mr R and Mrs R a compensatory amount of £750. But they explained why they felt the trusses that had been used were more appropriate for Mr R’s use of the space, providing a larger and more suitable storage arrangement. Mr R remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and upheld it. They noted it wasn’t in dispute that RSA had relied on inaccurate information provided by E. And, that the different trusses weren’t required due to building regulations. So, they understood why Mr R was unhappy, considering the head height available to him in his attic had been reduced.

But they set out why they didn’t think it would be proportionate for them to recommend RSA replace and rebuild the entire roof, considering the roof was fully functional without defect, and that an independent engineer report from September 2023 set out why the trusses used allowed for better, and more appropriate storage. Instead, they thought RSA should compensate Mr R for the misinformation they provided, and the length of time Mr R had needed to argue with them regarding the roof when they were relying on incorrect information. So, to recognise this, and the inconvenience caused to Mr R by the reduction in

head height in his attic space, they recommended RSA pay Mr R and Mrs R a further £750, taking the compensation to £1,500 in total.

RSA accepted this recommendation. But Mr R didn't, providing extensive and detailed comments setting out why. These included, and are not limited to, Mr R's belief that our investigator had failed to accurately take into consideration how often he needed to access his attic. He continued to set out how the reduction in head height impacted him and his family, and that this would only get worse as his mobility declines. Mr R also explained why the original attic space was a large contributing to why he purchased the property and so, why he felt it was unfair for him to be left with a space he wasn't able to use as he had done before the fire. So, because of the above and more, Mr R maintained his belief that the roof should be replaced, at no cost to himself, with the trusses that were in place before the fire. And, if this wasn't deemed to be proportionate, Mr R questioned why it wasn't appropriate for RSA to pay a level of compensation that allowed him to undertake work to restore the attic head height himself.

Our investigator considered all the comments Mr R raised, but their opinion remained unchanged. Mr R continued to disagree and so, the complaint has 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.

Having done so, I'm upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

I note that RSA have accepted they relied on factually incorrect information, provided to them by E, to explain to Mr R why they initially thought Mr R's roof had to be rebuilt using different trusses from the ones that were in place before the fire. And they accepted our investigators view which also stated the same. So, I don't think the merits of Mr R's complaint remain in dispute, as it's accepted that his roof was rebuilt with different trusses, when this wasn't a requirement set out by building regulations. And, that Mr R has had to spend several years arguing this point to receive RSA's admittance of this fact.

I note it's also accepted by E, and so RSA, that Mr R wasn't given reasonable information regarding the roof rebuild, and how the trusses would be installed, at the time the work took place.

So, because of the above, I'm satisfied RSA have acted unfairly and unreasonably. And in keeping with the informal nature of our service, I don't intend to discuss the merits of Mr R's complaint in further detail. Instead, I've focused my decision on what I think does remain in dispute, which centres around what RSA should reasonably do to put things right.

Putting things right

I note our investigator recommended that RSA pay Mr R and Mrs R a further £750, taking the total compensation amount to £1,500, which RSA accepted. But I recognise Mr R doesn't agree with this recommendation. And I want to reassure Mr R I've considered all the points he's raised which he feels supports his position that the roof should be replaced with the same trusses that were in place before the fire occurred. Or, at the very least, he is compensated to an extent that allows him to modify his attic space to restore the head height

he had before. These include, and are not limited to, Mr R's explanation that the attic space was a main reason why he initially purchased the property. And that he uses the attic space on a regular basis, multiple times per week, which means the loss of head height is significantly impactful to him.

So, I've considered all the information and evidence available to me to decide what I think RSA should do to put things right. And having done so, I'm satisfied our investigators recommendation of an additional £750 payment is a fair one, that falls in line with our services approach and what I would've directed, had it not already been put forward. So, this is a payment I'm directing RSA to pay. And I'll explain why.

I don't in any way dispute Mr R's testimony that he wanted, and assumed, his roof would be replaced on a like for like basis. So, when Mr R became aware the head height in his attic had been reduced, I can understand why Mr R would feel unfairly treated. From what I've seen, I'm satisfied that had Mr R been given the choice, he would've elected for his roof to be replaced to ensure his attic was returned to its original design. So, I can understand Mr R's train of thought which leads him to feel his roof should be replaced again to make this a reality, considering RSA have accepted there weren't specific building regulations that prevented this from being a viable option.

But I don't think this would be a proportionate direction for me to make. This is because when RSA were replacing the roof, I must consider the fact that the roof's primary use was to act as a roof for Mr R's home. And I've seen nothing to suggest the roof, and the way it's been installed, is defective or that it isn't fit for purpose in that regard. So, I don't think it would be proportionate for me to say RSA should remove, and rebuild, a new roof when the roof Mr R has is fulfilling its primary use as I'd expect.

That's not to say I don't recognise the attic space under Mr R's roof had a secondary usage important to him. And I don't in any way doubt he uses that space regularly to store several items, some of which he needs to access multiple times per week. But I've read the report generated in September 2022, that was compiled by an independent engineer. And within this report, the engineer explains that *"The original trusses were not designed for flooring, shelving or significant storage and were most likely overloaded at the time of the fire"* before going on to explain that *"the consequences of overloading the existing timber truss would most likely have been the gradual deformation of the truss as the timber sagged under the imposed load"*.

The report also explains that the replacement attic trusses, which had to be installed in a way that reduced Mr R's headroom in the middle of the attic space were *"designed for storage, flooring and shelving"* before going on to provide a conclusion that *"bearing in mind the attic is intended for occasional use and is not a habitable space we consider that the policyholder has benefitted from overall better headroom, larger storage area and a truss arrangement adequate for storage loading"*.

Based on the contents of this report, I think it's clear the independent engineer, who is the expert in this situation, felt the use of different trusses was a benefit to Mr R, as this meant the attic space was more suitably designed for storage. And crucially, Mr R has confirmed to RSA and our service that this is the main use of the attic area.

So, even though I don't dispute RSA relied on E's incorrect reasoning to dispute Mr R's concerns for an extended period of time, and that Mr R would most likely have wanted his roof to be rebuilt using the previous trusses, I don't think this would be something that it would be reasonable to direct, as from the expert report I think the roof and its installation is now more appropriate for Mr R's storage need. And that directing a rebuild using the original trusses would ultimately leave Mr R in a situation where his home would likely incur gradual

damage, as the original trusses weren't designed for storage and the loads this storage provides.

And by the same logic, I don't think it would be appropriate, or proportionate, to direct RSA to pay Mr R an amount that would allow him to alter or change the design of his roof, considering the expert opinion that the roof is appropriate for its intended use. And that a building regulations certificate has also been obtained confirming the same.

I note Mr R is likely to disagree with this. And I recognise he doesn't think it's appropriate to rely on an expert report that was commissioned by S, and so RSA. But I want to reassure Mr R that I've seen no evidence to suggest this report wasn't provided independently. Nor do I think I've seen any reason to suggest a desktop assessment wasn't appropriate, as I can see the engineer had access to the measurements and dimensions of Mr R's roof and attic space to outline by way of graphics how Mr R had been left with more storage, and more headroom over a wider space. Albeit I recognise why Mr wanted less overall headroom, but the ability to stand upright in the middle of the area.

But even though I won't be directing a rebuild of the roof, or compensation to allow modifications of the attic space to take place, I do think there should be a compensatory payment to recognise the distress and inconvenience Mr R and Mrs R have been caused during the claim process. And I've already stated I feel an additional £750 payment is a fair and reasonable one to direct.

I think it is significant enough that, when combined with the £750 already paid by RSA, it fairly recognises the protracted dispute Mr R has needed to enter into with RSA to obtain their admittance that their reasoning for using different trusses was factually incorrect. I can see this process took place over several years, and Mr R has needed to take time and effort to engage with it unnecessarily.

I think the additional £750 payment also fairly recognises the fact that Mr R, while having a large and more suitable storage space in his attic, has been inconvenienced somewhat in his access to that area and the fact he now needs to bend down in that attic space to access it. And, that Mr R would most likely have not chosen this, had he received clear and correct communication about the options available to him.

But I think it also fairly reflects my belief that E installed the new trusses in good faith, to ensure the roof design was more suitable and appropriate to Mr R's needs regarding the attic space, and how he used it. And, that RSA have essentially replaced Mr R's roof with a roof that is fit for its primary purpose.

So, because of all the above, I'm directing RSA to pay Mr R and Mrs R a further payment of £750.

Again, I want to recognise this is unlikely to be the outcome Mr R was hoping for. And I want to reassure Mr R I've thought carefully about all the representations he's made, even if I haven't commented on them specifically within the decision.

But my decision ultimately remains that a full rebuild of the roof would be a disproportionate direction, considering the evidence and information available to me, for all the reasons I've set out above.

My final decision

For the reasons outlined above, I uphold Mr R and Mrs R's complaint about Royal & Sun Alliance Insurance Limited and I direct them to take the following action:

- Pay Mr R and Mrs R a further £750, taking the total compensation paid to £1,500.

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

Josh Haskey
Ombudsman