

## **The complaint**

Misis A has complained about the service provided by Royal & Sun Alliance Insurance Limited ('RSA') following her claims for damage under her home insurance policy. For the avoidance of doubt, the term RSA includes its agents and contractors for the purposes of this decision letter.

## **What happened**

Unfortunately, Miss A's property suffered damage in August 2022 following an escape of water. This had caused part of her bedroom ceiling to collapse. The ceiling's textured coating unfortunately tested positive for asbestos. She made a claim to RSA as her home insurer at the relevant time and its contractors attended and removed asbestos, cleaned the affected areas, and removed some contaminated contents. Miss A made a complaint to RSA in 2022 about the way in which it had handled the matter. It ultimately paid £600 to Ms A for its service failures.

In March 2023, Miss A reported a further leak, and a new claim was set up. The current complaint is to do with issues which remain outstanding following the original ceiling collapse as well as the alleged fresh leak. Miss A had been without heating for some time because she was concerned about the impact of any further leak in her property. She also felt that her concerns about asbestos hadn't been properly considered. Finally, she felt that the damaged contents had been undervalued by RSA.

Miss A said that test results in January 2023 showed that asbestos remained present, and that RSA's contractors had moved asbestos into other parts of the house. She now wanted RSA to safely dispose of contaminated items and either confirm that there was no remaining asbestos or ensure a deep clean by a fresh contractor. Miss A complained that RSA failed to properly respond and resolve the issue and that she'd had to chase RSA on numerous occasions. She wanted compensation to be paid for the distress and inconvenience caused by RSA's poor service and she referred her complaint to this service.

The relevant investigator upheld the majority of Miss A's complaint and recommended that RSA provide further assistance and pay £900 in compensation to Miss A. RSA disagreed with the investigator's view and the matter has been referred to me to make a final decision in my role as Ombudsman.

## **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.

The key issues for me to decide are whether RSA handled outstanding matters in a fair and reasonable manner. I don't consider that it acted in a fair and reasonable manner in all respects, and I partly uphold Miss A's complaint. I'll explain why.

In determining this complaint I've also considered the parties' submissions as summarised below. Miss A said that she'd followed up her complaint with RSA in June and July 2023,

however received no response. She felt that potentially, two bedrooms remained contaminated with asbestos and that she'd *'voiced and evidenced [this] repeatedly'*, as neither the room where the ceiling collapsed nor the areas where contaminated items were placed or dismantled were cleaned effectively or asbestos handled according to regulations.

She said there was dust and possibly fibres present, and items needed to be tested as air tests had been clear, but items weren't. She thought that any fibres would settle rather than remain air borne following delays in addressing the collapse and any further contamination. She said that both rooms had been shut off since September 2022 and that certain items showed a layer of debris on the day it was meant to have been cleaned and that this showed that the cleaning had been inadequate. She noted that RSA's policy in the past was *'to remove everything, [pre]sumably to avoid exposing your customers, contractors, or anyone else to asbestos'*.

Miss A said that information provided to her by RSA had been misleading at best and *'outright lies'* at worst. She felt she was misled and that the pictures showed that asbestos had spread across the whole room, then allowed to dry out due to delays at RSA's end. She felt she had little reassurance about any aspect of the claim or confidence in the advice RSA was following. It then took until January 2023 for RSA to ensure that the ceiling was replaced. She said that trades people walked off the job when made aware of potential asbestos and one informed her son that this had not been handled safely.

Miss A felt that with any rubble that fell onto the floor and through floor-board gaps, any fibres could only reliably be removed by lifting the floor. An emergency plumber had claimed that there was now asbestos under the second bedroom floor, and she wanted to be sure. This meant that the handling of a possible second leak was being delayed due to the assumed presence of asbestos. She was aware that an item had fibres on it, and this was moved to the second room, so she thought other items hadn't been checked or properly cleaned.

She said that RSA informed her that the desk the ceiling landed on had been tested when this was incorrect. She said that a white substance remained on the impact site and while she accepted the risk was minimal, she wanted it confirmed one way or the other. She said that RSA hadn't provided a solution regarding the substance and chip damage on it. A further complaint was that certain items had been significantly undervalued by RSA. As for decoration and painting, Miss A felt this wasn't completed to a reasonable standard with the correct type of paint, for example *'painting over remaining raw plugs and holes from where the shelf was ripped from the wall'*. In summary, she didn't consider that RSA had used reasonable care and skill while working, although she'd indicated that she was happy on the day without close inspection, as she was just relieved to get the room back together.

Finally, Miss A thought that RSA had damaged a radiator when removing carpet from her property and may have caused the further leak. She also complained that the emergency plumber said that there were no pipes in the vicinity of the second possible leak after sending pictures to show this wasn't correct. She said that he literally stood next to the pipes, reported that he hadn't tightened anything up, when in fact he had, and may have fixed the problem.

In summary she said that she would like to have either the remaining items tested by a different company or just removed, and a suitable solution found for the original floor *'because I'm not sure if just sealing it in is safe or legal as it has been disturbed'*. She felt that RSA had potentially placed her health at risk.

I now turn to RSA's submissions in relation to Miss A's complaint. It said that its specialists had attended and removed the asbestos from the affected area. It had then agreed for the

specialists to take swabs of the item that Miss A believed to be contaminated and agreed to replace the items which tested positive, as well as carpets which Ms A believed had been cross contaminated. It said that Miss A's contents claim was '*cash settled generously in an attempt to resolve the complaint and claim*'.

RSA said that it had removed items that weren't in the original room, items had been cleaned, and not only had it removed above and beyond what was necessary, it also paid out for numerous items that were not impacted to satisfy Miss A's concerns. It said that the desk was swab tested and came back negative and it tested everything Miss A was concerned about. It removed anything that came back positive and left anything negative. RSA also reiterated that asbestos isn't harmful unless disturbed so the remainder of her home was fine. It took the Hoover away and replaced it to avoid this becoming an issue moving forward. Finally, it felt that its contractor had done as much as possible to ensure that Miss A felt at ease.

As to the new claim set up in March 2023 and further complaints, RSA said that its emergency plumber attended and inspected under the floorboards. It said the plumber hadn't confirmed to RSA that there was asbestos present. Instead, it said that there was history on the claim where Miss A repeatedly told various contractors that there was asbestos present when there wasn't, and they left as a precaution. It couldn't understand why any traces of asbestos on the desk would have only just come to light now. It said that there was no evidence of asbestos left on the desk or under the floorboards and this area was never in question. It had accepted at the outset that items needed to be removed and that an environmental clean was needed as all items were potentially contaminated. So all items would be assessed at the time of removal to determine what could be environmentally cleaned or salvaged or disposed of as contaminated.

As for the painting work carried out by RSA's contractors, it felt that this had been carried out to a satisfactory standard. Miss A had acknowledged that the walls would have lumps and bumps due to the age of the property and accepted that the paint issue might be to do with choosing paint online. She said that her son would carry out remedial work and RSA said that it paid Miss A £50 in recognition of this, which she accepted.

I now turn to the reasoning for partially upholding Miss A's complaint. Firstly, I note that the investigator had stated that he wouldn't be able to make a finding on the issue of valuation of certain items without further evidence. As this wasn't available, Miss A accepted the investigator's position and asked him to continue to consider the issues which she felt were more important. I haven't therefore made a further finding on this aspect of Miss A's complaint.

Turning to the central issue of asbestos, it's accepted that some types of asbestos can pose a serious health risk if handled incorrectly. RSA originally carried out asbestos tests at the property which proved negative on some items in the property. Miss A insisted however that this was incorrect and following complaint, RSA's contractors went out again and it was found that Miss A was correct and that there were items which were asbestos positive.

In this case it therefore became clear that RSA hadn't properly dealt with contaminated items in Miss A home following the ceiling collapse incident, and she had to complain before RSA removed them. RSA accepted that '*further contamination happened as [the contractor] did not carry out a proper cleaning leaving some items missed out*'. RSA was aware that Miss A was a vulnerable policyholder and unfortunately, it was unable to provide reassurance regarding her concerns about the competence of RSA's contractor. RSA then didn't address her understandable ongoing concerns that parts of her property were still unsafe following the contractor's input.

I therefore don't consider that RSA acted with an appropriate level of care in this case. Neither do I consider that it's done enough to handle Miss A's reasonable concerns and has not offered practical solutions or alternative contractor input in order to relieve those concerns. As RSA's contractor had made what I consider to be a serious error in failing to identify asbestos fibres which had been present during their initial inspection, it's inevitable that Miss A lost faith in the contractor.

It remains the case that it's not reasonable to expect the RSA to dispose of and replace items where there is no need to do so. In view of the initial errors however, I do consider that the relevant rooms and remaining items do need to be checked by a fresh firm of experienced experts to ensure that there are no remaining asbestos fibres following the incident to put Ms A's mind at rest. Whilst I appreciate that RSA took certain steps such as removing carpets, I don't consider that it's done enough, and the further checks do need to be thorough given the real health concerns associated with the presence of asbestos fibres.

As a result of the concerns, Miss A hasn't used the rooms in which she suspects that asbestos remains, and so hasn't had full use of her home for a lengthy period. I note that RSA acknowledged the possibility that a small amount of asbestos fibre could have fallen into the cracks between the floorboards but didn't lift floorboards as this would have been extremely disruptive and damaging. It also considered that any such fibres would have been encased within the ceiling plaster below and that risks were therefore within acceptable tolerances. Whilst this argument may have some merit, I consider it necessary that a fresh firm of experts needs to assess and report on the position.

Similarly, whilst RSA said that the desk and immediate surrounding area were vacuumed and wiped down, I consider that the fresh firm of experts needs to check the position due to Miss A's understandable loss of faith in the findings of the original firm. In summary, I do consider that RSA should have been far more pro-active and supportive in dealing with Miss A's valid concerns.

As for the second leak, I consider it likely that Miss A's concern about asbestos meant that it was likely that she had informed the emergency plumber of her concerns, and that it was for this reason that he left the site. On the balance of probabilities, I also accept that the plumber did tighten a joint in the pipework as the issue hadn't continued since his visit. I've accepted Miss A's evidence on this as the plumber's evidence appears to be incorrect in that his job note said there were no pipes in the vicinity, whereas the photographic evidence showed that there were. In short however, there's no clear evidence of an on-going leak, and I can't say that RSA is responsible for Miss A's decision not to put the heating back on as a precaution. I've also seen no evidence to suggest that RSA may have been responsible for any damage to radiators at Miss A's property.

As to the standard of workmanship, on balance, whilst I consider that that whilst the painting work had not been of a good standard as the contractor had painted over raw-plugs and holes, I consider that RSA has already compensated Miss A for this element. I also can't say that RSA was at fault that the paint itself didn't meet Miss A's expectations.

As for the service provided by RSA, I agree with the service's investigator that on occasions, this has been poor. I can understand why Miss A lost faith in RSA's insurance claims handling, and I agree that RSA must adequately compensate Miss A for the distress and inconvenience caused because of its poor service. This will have led to uncertainty and anxiety for Miss A about the safety of her home over a period of many months. It should also address the outstanding items as above.

## **My final decision**

For the reasons given above, I partly uphold Miss A complaint and I require Royal & Sun Alliance Insurance Limited to do the following:

- urgently appoint a fresh firm of experts to carry out tests for the presence of asbestos in the two potentially affected bedrooms
- ensure all appropriate measures are taken to remove the risk of exposure to harmful asbestos in the two bedrooms following the ceiling collapse
- if asbestos is detected, to carry out a further deep clean of the two bedrooms
- safely dispose of any items in the two potentially affected bedrooms which are found to be contaminated with asbestos
- provide Miss A with copies of any reports produced following the experts' visits
- to pay Miss A £900 compensation for the distress and inconvenience caused by the service failures, within 28 days of Miss A's acceptance of this final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 24 August 2024.

Claire Jones  
**Ombudsman**