

The complaint

Mrs P complains that Royal and Sun Alliance Limited have provided poor service when dealing with her claim following a leak at her property. Mrs P is a vulnerable person, and her daughter, Miss P is representing her in this complaint. When I refer to Miss P in my decision, I am referring to Miss P on behalf of Mrs P.

What happened

Mrs P held a buildings and contents insurance policy with RSA.

In June 2023 Mrs P had a leak from under the sink in the bathroom which caused damage to the ceiling, walls and carpet in the open plan living and dining area below.

RSA appointed a contractor to deal with the repairs but Mrs P was unhappy with the repairs. Miss P has complained that some issues haven't been addressed, there was poor workmanship, and it all took too long and caused Mrs P distress and inconvenience.

RSA arranged for the contractors to re-attend and perform some corrections such as shaving the bottom of Mrs P doors following the fitting of the carpet to ensure the doors were able to close. They also awarded £150 for the distress and inconvenience caused by the poor service.

However Miss P wasn't happy with this and brought her complaint to us.

One of our investigators has looked into Mrs P's complaint and she thought RSA should do more. She recommended that they complete repairs to the tiling and electrics and agreed that they should pay the £150 compensation.

RSA disagreed with our investigator's 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 upheld Mrs P's complaint, and I will explain why.

Issues with the completed works

RSA's contractors prepared a schedule of works which included uplifting the bathroom floor tiles, drying out and retiling the bathroom floor and walls, replacing floorboards, stain blocking in the kitchen, asbestos testing to the lounge ceiling, refilling and redecoration of the lounge and understairs cupboard and door realignment.

In August the contractor confirmed they had made an error on the scope and the wall tiles in the bathroom did not need replacement – just the upstand tiles. So wall tiles costs were removed from the scope. Miss P was updated.

Further amendments to the scope were made once work had commenced, including bathroom door replacement, some chipped wall tiles, repair to the plasterboard wall where upstand tiles were removed, coving replacement, repair to a crack in the existing coving, skim repair to part of the textured ceiling and for the radiators to be removed and refit.

Following completion, Miss P raised a number of issues about the work completed including a light fitting no longer working, the radiator no longer working, doors not shutting due to the new carpet, issues with the kitchen ceiling, coving and skirting, staining on the kitchen ceiling and a bathroom wall tile being broken. She was unhappy with the standard of repairs generally.

I understand that RSA have addressed the issue with the doors by shaving the bottom of them, and have settled the contents aspects that these raised, and so I have focused my decision on the main areas in contention.

In relation to the completed decoration works including the ceiling, coving and skirting, I've reviewed all of the photos of the completed work and the contractors' comments, and I'm satisfied that it was completed to a standard appropriate. There doesn't appear to be any major defects that have been caused by the escape of water that haven't been rectified, and the standard of finish is good.

The policy provides cover for repair and replacement, and there is no obligation for the insurer to improve the property, only to return it to its pre loss condition, and we wouldn't expect an insurer to remedy defects that weren't caused by the escape of water, even if they were in the same area as that affected.

In terms of the specific areas in dispute, I have dealt with these below:

The bathroom wall tiles

Miss P says the contractors broke and damaged wall tiles. Wall tiles were not in the scope of work and RSA say there is no evidence damage was caused by their contractors, and in any event, they are not responsible for any damage caused by their contractor.

I don't agree with RSA. The images taken by the contractors before strip out at page 15 of the report don't show any damage to the tiling around the bottom left hand side of the sink. However, images provided by Miss P on 18 September – after removal of the floor tiles - show that there is a broken tile and cracking to the grouting, and so on balance I'm persuaded that it is most likely that this damage occurred during the removal of the tiles.

We would generally consider that an insurer is responsible for putting right any damage caused by their contractor, as they hold the contract with the contractor, not the insured, and it is not fair for the policyholder – especially a vulnerable one as is the case here - to have to deal directly with the contractor in these circumstances. And so I agree with the investigator that RSA need to put right the damage here.

Light fitting

Miss P arranged for an emergency electrician to attend when the escape of water first happened and they removed the light fitting. When RSA's contractor refitted it, there was no power.

It seems likely that as the water affected the ceiling and coving it may have also caused damage to the electrical fittings. I've seen no evidence to suggest that the fitting was

previously damaged, and given that the electrician saw fit to remove it, it seems likely that there was an issue there.

I therefore agree with the investigator that RSA should arrange for a repair to take place, to ensure a lasting and effective repair is completed here. If Mrs P has already arranged and paid for a repair, RSA should reimburse this cost and pay 8% simple interest from the date Mrs P made this payment.

Radiator not working

The evidence provided shows that radiators were removed to complete the works required and replaced afterwards. The radiators themselves weren't damaged in the escape of water, and I haven't seen any evidence that they have been damaged by the contractors.

A contractor was sent by RSA to investigate this and found that the thermostatic valve had seized which was causing the issue. This would appear to be unrelated to the works completed by RSA, and so I can't fairly say that they are responsible for this issue.

Bathroom door replacement

RSA have refused to replace the bathroom door saying that the swelling at the bottom of the door has happened gradually as a result of pre-existing damage, and water escaping from the shower.

The photographs show that a single corner has swollen on the bathroom door which is nearest to the shower, and that the seal on the shower door is split which may cause it to leak.

Having looked at the photographs provided, I'm satisfied that this assessment is fair, and the damage is more likely to have occurred over time than from the escape of water in June. I would have expected it to be more even damage across the hole of the bottom of the door if it had resulted from the escape of water.

Overall claims process

I can see that the claims process hasn't always been a smooth one. Miss P was obviously concerned about her vulnerable mother and about confusion this process would have caused to her. However, there are some issues which will always arise in a claim of this nature, such as amendments to the schedule, disruption to daily life, and having contractors on site which RSA would not have been able to mitigate against.

That said, Miss P spent a lot of time chasing for updates there were some delays in starting the repairs, authorising changes, and I am told that contractors came to site without Miss P being informed first, which had been requested due to her mother's vulnerabilities.

I understand RSA have offered £150 compensation to acknowledge the overall distress and inconvenience caused to Mrs P and I'm satisfied that is a fair offer for the additional distress and inconvenience experienced here.

Putting things right

In order to put things right, RSA should:

- Arrange for the repairs to the broken tile and cracked grout in the bathroom
- Arrange for a repair to the light fitting.

- If Mrs P has already had any of this work done, RSA should reimburse Mrs P for the cost plus 8% interest from the date it was paid until the date of settlement
- Pay Mrs P £150 for distress and inconvenience

My final decision

My decision is that I'm upholding Mrs P's complaint about Royal & Sun Alliance Insurance Limited and directing them to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 31 December 2024.

Joanne Ward
Ombudsman