

The complaint

Mr C complains about Royal & Sun Alliance Limited “RSA”’s handling of his buildings insurance claim.

All references to RSA also include its appointed agents.

What happened

The details of this complaint are well known to both parties, so I won’t repeat them in full again here. Therefore, below is not a timeline or every event or point made, it is a summary of the key events forming this complaint.

- Mr C is the leaseholder of a property. The property suffered water damage, namely to the flooring, after a dishwasher leaked in 2017.
- Mr C initiated a claim through a policy arranged by the freeholder of which he is a beneficiary.
- In 2018, Mr C provided a quote for reinstatement of the floor to RSA. This also included costs for storage of Mr C’s furniture. The company that provided the quote also recommended the property be vacated during works, which Mr C said were to take around four weeks.
- RSA delayed providing a response to Mr C, despite Mr C chasing via post. But in June 2019, RSA said it would need to reattend the property to validate the repair costs.
- A visit took place in August 2019 after which RSA said the furniture would not need removing, as it could be moved from room to room which is a normal practice when replacing flooring.
- Following this there was no contact between either party until Mr C wrote to RSA in November 2020. Mr C set out in his letter concerns about the size of his property and the ability to store furniture in other rooms while works are carrying out. He has since provided further comments regarding concerns of his furniture being damaged during works unless removed by qualified professionals.
- However, RSA didn’t respond. Its loss adjuster had moved office, and therefore it said it didn’t receive Mr C’s letters. No further action appeared to happen until Mr C contacted RSA around April 2023 to make a complaint.
- In its final response, RSA reiterated it felt the furniture could be moved from room to room so therefore it would not meet storage costs. It did offer to reattend the property and assess matters, however.
- RSA also said it didn’t feel alternative accommodation (“AA”) was required as the works needed didn’t render the property uninhabitable.
- However, it accepted it should have been more proactive in contacting Mr C to progress the claim and that it hadn’t responded to his correspondence. It offered Mr C £500 compensation for the distress and inconvenience its actions caused.
- Mr C brought his complaint to our service

Our investigator didn't recommend the complaint be upheld

He said RSA had caused delays in its handling of the claim and by failing to correspond with Mr C. But felt the compensation it offered was fair in the circumstances.

He thought RSA's proposal to reattend the property was fair – and that AA was only offered normally when the property was uninhabitable.

Mr C requested an ombudsman review the matter and provided a further comments and submissions for me to consider. Mr C reiterated there is not enough space in his property to store furniture between rooms. He also said the policy includes cover for AA, and he believes it is unreasonable for him to remain in the property during works as he needs to be able to work, eat and have a place to sit down etc.

The complaint has now 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.

Mr C has provided detailed submissions in bringing his complaint. I don't intend to respond in similar detail, but I want to assure him I've considered everything he's said very carefully when making my decision.

So, if I don't mention any particular point or piece of evidence, it isn't because I haven't seen it or thought about it. I have. It's just that I don't feel I need to reference it to explain my decision. This isn't meant as a discourtesy; it is just a reflection of the informal nature of our service.

Having done so, I do not uphold the complaint for these reasons:

- While I think it could've done so sooner, RSA made its position clear about paying for storage costs following its visit. I understand Mr C's concern about this, but I've not seen any evidence that persuades me storage is required. RSA said it would consider further evidence if Mr C was to provide it on this matter and it has offered to attend the property to reassess the contents. In the circumstances I think this is reasonable.
- I can see the policy does include cover for AA but doesn't give specific definition of the cover. So I've considered what is general practice, which is usually that AA is provided when the property is uninhabitable or unsafe for habitation. While I acknowledge these types of works are disruptive, it's unusual for it to render a property uninhabitable. And I've not seen any evidence that persuades me the property will be uninhabitable in the circumstances of this complaint.
- RSA accepted they caused delays. I can see there were times earlier in the complaint where it failed to acknowledge correspondence from Mr C. It also failed to inform Mr C it had moved offices, and no contact took place for some time. However, taking everything into consideration I feel its offer of £500 compensation is fair and reasonable and in region of what I would recommend. So I make no further award.
- I understand why Mr C feels strongly about matters. If he does choose to take RSA's offer to reattend and he is unhappy with its response, he may consider bringing a new complaint to our service.

My final decision

My final decision is that I do not uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 25 December 2024.

Michael Baronti
Ombudsman