

## **The complaint**

Mr C complains about Royal & Sun Alliance Insurance Limited's ('RSA's') handling of his buildings insurance claim.

Any reference to RSA includes the actions of its agents.

## **What happened**

RSA dealt with a claim for subsidence made under Mr C's buildings insurance policy. In 2022, Mr C made a complaint about RSA's handling of the claim. In August 2022, RSA issued a final response and offered Mr C £1,000 compensation. Although Mr C brought his concerns to this service, our investigator concluded the compensation was reasonable, and Mr C accepted this.

Mr C then raised a further complaint about RSA's handling of the claim, and its decision to change the proposed repair start date. RSA issued a final response to this complaint in November 2022 and said Mr C had moved the start date as he didn't want repairs taking place over Christmas. Mr C didn't bring a complaint to this service about this.

The repairs then began in April 2023, and work was completed to the garage. Before work to the conservatory could take place, Mr C raised concerns about a subcontractor. He said they'd contacted him directly to ask for a payment of over £3,000. Mr C was unhappy about this, and said he'd contacted some companies for quotes. When Mr C made RSA aware of this, they arranged for the subcontractor to be removed from the job and said they'd pay a cash settlement so that Mr C could arrange for his own contractor to do the work.

RSA later learnt that Mr C had asked the subcontractor for private works, and the payment they'd requested related to that work. The contractor said that once demolition of the conservatory had taken place, it would be up to Mr C's contractor to do the necessary work to the conservatory floors, brickwork, concrete slab, plastering, plumbing and uPVC. RSA's contractor demolished the conservatory, and installed a raft for the new conservatory.

Mr C agreed with RSA that he'd get his own quotes for the preparatory work, and installation of the conservatory and was happy with this. Mr C later told RSA that he could get quotes for the glass and the supply of the conservatory, but was struggling to get someone to do the ground work. RSA said it would look into this.

RSA later got back to Mr C and gave him three options (its contractor could do the ground preparation and conservatory installation, or separate contractors could do the ground preparation and conservatory installation, or its contractor could just do the ground work).

Mr C advised RSA that its contractor didn't want to do the conservatory. He confirmed the ground work had already been done, and he would arrange for the building work and glasswork to be done by his own contractor. RSA sent Mr C a form of acceptance for the cash settlement to be paid.

Mr C later told RSA the form of acceptance was incorrect as he'd already paid the excess. RSA sent an amended form to Mr C in October 2023.

Also in October 2023, Mr C told RSA of some snagging issues with the garage repairs. He also said its contractor had left pipework exposed – he was concerned this would freeze and burst. Meanwhile Mr C had raised further concerns about RSA's handling of the claim.

In January 2024, RSA arranged for its contractor to revisit the property and finish the snagging work. It also arranged for a plumber to attend to look at the pipe. After the plumber visited, Mr C said the plumber wouldn't take the necessary action to prevent the pipe from bursting again.

RSA issued its final response to the complaint in May 2024. It accepted there had been some delays and poor communication, and paid Mr C £375 compensation for this. It said it had arranged for a plumber to reattend to prevent the exposed pipe from bursting in the cold weather. Finally, RSA said Mr C should return the form of acceptance if he wanted a cash settlement for the conservatory, or contact its loss adjuster if he wanted to discuss other options.

Mr C was unhappy with RSA's response and asked us to consider his complaint.

Our investigator explained she could only consider the matters addressed in RSA's most recent final response letter of May 2024. She concluded that RSA's offers were reasonable, and didn't think it needed to do anything further.

Mr C didn't accept our investigator's findings, and so the matter has been brought to me for a final 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.

Mr C raised concerns about the subcontractor (who was due to supply the glazing for the conservatory) asking him for over £3,000 directly. RSA agreed this shouldn't have happened and immediately arranged for the subcontractor to be removed from the job. I think RSA dealt with this reasonably.

However, RSA later found out the requested payment related to private works that Mr C had wanted carried out. Mr C hasn't disputed this. If Mr C had told RSA he had arranged some private works, it could have explained that any agreement between him and the subcontractor for private work was outside the terms of the policy. Though by the time RSA had found out about this, the subcontractor had already been removed from the job and Mr C said he would arrange his own quotes. I don't find that RSA did anything wrong here.

I think it's clear from the communication between Mr C and RSA that Mr C would be arranging for his own contractor to supply the conservatory. This is also supported by the quotes Mr C obtained and sent to RSA. I see that RSA sent Mr C a form of acceptance so it could provide him with a cash settlement, but he didn't complete and return it. RSA has since confirmed that if Mr C wants a cash settlement he should return the completed form, but if he wants to discuss other options, he should contact its loss adjuster directly to discuss this. I think this is reasonable, and I don't find that RSA caused a delay here.

Mr C had raised concerns about an exposed pipe potentially bursting in freezing temperatures, and I understand this did eventually happen. The pipe was exposed due to

the removal of the conservatory. I can't hold RSA responsible for the pipe remaining exposed for such a long time – it was willing to put up a new conservatory, but Mr C wanted to arrange for his own contractor to do so (but then didn't arrange this). Nonetheless, RSA arranged for a plumber to attend to carry out a repair. Mr C says he asked the plumber if they could put something in the pipe to prevent it bursting again and they apparently refused. When RSA learnt of this, it arranged for a plumber to reattend and do what Mr C had requested. I think this was reasonable.

Mr C is unhappy with RSA's handling of the claim. RSA accepted there were times when its communication was poor, and there were delays in dealing with the exposed pipe and arranging a pre-start meeting. I've read the claims file, and I can see that Mr C sometimes had to chase RSA before receiving a response, and that he also raised the issue about the pipe a few times. On balance, I think the £375 that RSA has paid Mr C was reasonable, and recognises the frustration the poor communication and the identified delays caused him.

### **My final decision**

My final decision is that I don't uphold this complaint, as I'm satisfied that Royal & Sun Alliance Insurance Limited has paid fair compensation for its errors.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 23 December 2024.

Chantelle Hurn-Ryan  
**Ombudsman**