

## **The complaint**

Mr R and Mrs R are unhappy with the way Royal & Sun Alliance Insurance Limited (RSA) handled the claim they submitted under their home insurance policy.

As Mr R has been leading on this complaint, and for ease, I've referred to him throughout.

## **What happened**

The details of this complaint will be well known to both parties and so I've summarised events. In December 2022 Mr R made a claim on his home insurance policy after a neighbour had driven into his property. Mr R arranged a builder to make the property safe before RSA arranged a site visit. RSA accepted Mr R's claim and arranged for the repairs on Mr R's property to be carried out. RSA offered Mr R alternative accommodation whilst repairs were carried out but he wanted to remain in his property.

Following the repairs being completed Mr R raised a complaint to RSA. He didn't think the assistance he received when he first reported the incident to RSA was sufficient. He was unhappy with the delays he experienced during his claim. He was also unhappy with the service provided by the removal company RSA instructed, and said it caused damage to his carpet and contents. He also said he was told he would receive £1,200 for flooring costs he was owed but had chosen not to replace.

On 3 August 2023 RSA issued a final response in relation to the contents its removal company hadn't agreed it damaged. RSA said it acknowledged Mr R had been told by the contractors to move the items outside and so it agreed it would cover the cost of the damaged items the removal company hadn't. It paid Mr R £105 to cover this cost.

On 28 November 2023 RSA issued another final response addressing the further complaint points Mr R had raised. It said it had caused around two months of avoidable delays. It said it had originally arranged for its agent to attend the property but as the scope of works was outside the agent's delegated authority, this had to be passed onto someone else. It said it had followed the correct process for this. It acknowledged there was some poor communication during the claim. It apologised Mr R was given incorrect information about the flooring, but it wouldn't be paying Mr R this cost as the flooring hadn't been replaced. It maintained its position on Mr R's damaged contents.

RSA paid a total of £400 compensation for delays, distress and inconvenience and poor communication. This was on top of the £105 it had previously paid for Mr R's damaged contents. Mr R didn't think this was reasonable and so referred his complaint to this Service.

Our investigator looked into things. He said he thought RSA had caused delays during the claim and following the repairs being complete. He said he thought RSA provided Mr R incorrect information about his flooring, and this would have caused frustration. But he didn't think Mr R would have taken a different action, and had no evidence the flooring was damaged so didn't think RSA needed to pay Mr R for the cost of his flooring. He said he acknowledged RSA had provided poor customer service to Mr R during the claim. He said he thought a further £100 compensation should be paid by RSA bringing the total

compensation due to £500, on top of the £105 for damaged contents.

RSA accepted our investigator's view but Mr R rejected it. He said nobody was available to check the damage on his property for seven days after the incident and was only given advice to vacate the property. He said RSA objected to his own builder being used which delayed repairs being complete. He said he was told he would receive £1,200 as he didn't have the flooring replaced and there were unresolved issues with his property including issues with his front door and matters related to a hedge and curtain rails.

As Mr R didn't agree with our investigator, the complaint has been passed to me to decide.

### **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 want to acknowledge I've summarised Mr R's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr R and RSA I've read and considered everything that's been provided. I've addressed the key points separately.

#### *Claim delays and claim handling*

The relevant rules and industry guidelines explain RSA should handle claims promptly. Mr R was unhappy with the time it took for a surveyor to attend his property following his reporting of the claim. He also felt the repairs took longer than they should have done. RSA have acknowledged it caused avoidable delays during the claim process. So I'm going to focus on the areas of delay across the life of the claim and whether RSA was at fault for them. And in turn, the impact of any such avoidable delay caused by RSA.

I can see Mr R reported his claim on 22 December 2022 and a surveyor originally attended the property on 30 December 2022. Given the time of year I don't think this was an unreasonable length of time. I can see it made reasonable attempts to arrange an urgent appointment and it told Mr R to arrange his own contractors to make the building safe if he was unable to wait for the surveyor to attend. I appreciate this meant Mr R had to spend time arranging a builder to attend his property, but I don't think it would be reasonable to say this was due to an error by RSA.

RSA offered Mr R alternative accommodation but he declined. I think it's reasonable RSA offered this in the circumstances. I would expect RSA to also offer to cover any reasonable additional costs Mr R incurred during the period the repairs were being carried out due to remaining in his property. I can see RSA offered to pay Mr R additional heating costs. It has said if Mr R can provide evidence of additional costs he suffered, above normal everyday living costs (we might call this a disturbance allowance), due to remaining in the property whilst repairs were being carried out it will consider these. As I've been presented with nothing from Mr R to suggest there were any additional costs incurred, I'm satisfied RSA's offer to consider this is fair.

Mr R has said RSA objected to him using his own builder which caused a delay in repairs being completed. I haven't seen evidence RSA refused to allow Mr R to use his own builder, but even had it done so it doesn't impact this case. RSA is entitled to settle claims in the way it dees appropriate, providing this is done in a fair and reasonable manner, and here I'm satisfied it's choice in handling the matter was fair.

Once the repairs were agreed they were expected to take around six weeks however they took about seven weeks. I don't think it's unusual for repairs to sometimes take longer than originally planned, and I've not seen evidence this slight delay was due to errors by RSA. Overall I don't think RSA caused any unreasonable delays in the repairs being carried out.

However I think there were delays caused by the removal company RSA instructed. Whilst repairs began in the middle of February, the removal company didn't attend Mr R's property until 2 March 2023. As it was necessary for items to be moved so building work could begin, Mr R had to spend time moving items into his loft and had to store items outside until they could be collected. This has caused Mr R unnecessary inconvenience. Mr R's contents then weren't returned to him until a number of weeks after repairs were complete, causing Mr R further unnecessary inconvenience. I can see there was also very little action by RSA between July 2023 and November 2023 despite Mr R having raised issues with his belongings and the claim. This lack of action would have caused Mr R distress given he was waiting for issues he had raised to be addressed.

RSA have also acknowledged there was some poor communication during the claim, particularly when Mr R had to chase for progress. It also acknowledged Mr R was given short notice when its agents would be attending. Based on the evidence provided I agree RSA's communication could have been better during the claim. Mr R was caused distress and inconvenience when RSA's agents would arrive unannounced or not at all and Mr R hadn't been made aware.

#### *Damaged contents*

Mr R has said items were returned by the removal company damaged. The removal company agreed to reimburse Mr R for some items it had damaged. RSA have also paid Mr R £105 which covers the costs of items the removal company didn't agree it had caused damage to. Mr R hasn't said there are any further damaged items which haven't been accounted for and so I'm satisfied the amount Mr R has received from the removal company and RSA is reasonable in the circumstances. I've taken into consideration the distress and inconvenience Mr R has been caused due to his belongings being damaged, and having to chase this up with RSA.

#### *Payment for flooring*

Mr R has said he was told by RSA's agent that he would receive £1,200 because RSA hadn't replaced the flooring which it had said it would replace as part of his claim. RSA have said whilst this was included in the original scope of works, the flooring wasn't damaged and so didn't require replacing. It acknowledged Mr R was given incorrect information by its agent but it wouldn't pay Mr R this amount.

If a business makes a mistake, this Service will consider the impact of the mistake rather than automatically requiring a business to honour the incorrect information it has provided. So, I've considered what should have happened, and what position Mr R would have been in had the mistake not happened.

I've not seen any evidence the floor was damaged, and Mr R has said himself it wasn't damaged. The terms of Mr R's policy explain RSA would only cover repairs or replacement if Mr R has suffered a loss. As there was no damage to the flooring, I don't think it was unreasonable for RSA not to cover this, and not pay Mr R the cost of the replacement flooring.

There's no dispute Mr R was told he would receive this money but I don't think he would have been in a different position had he not been given this incorrect information. However

he has been caused distress given he was expecting to receive these funds, only to later be told this wasn't the case and so I've taken this into consideration when deciding fair compensation.

### *Other issues*

Mr R has raised some issues he has said are outstanding which haven't been addressed as part of this complaint. He has mentioned his hedge which was damaged during the accident and had to be removed, damage to his curtain pole and damage to his front door.

I've not considered these items as part of this complaint but in the spirit of progressing matters I'll comment on this here.

RSA have said it can consider Mr R's claim for his front hedge and it can review the costs Mr R has paid for the curtain pole. If Mr R experiences issues with the settlement of these issues he can look to raise this as a separate complaint.

Mr R has said RSA's agents have caused damage to his front door during the repair to his property. RSA have said if Mr R provides it with a report it can review this, or it can arrange for its contractors to review this. Again, if RSA are unable to address this matter Mr R has the option of raising this as a separate complaint.

### **Putting things right**

RSA have paid Mr R £400 compensation for the distress and inconvenience it has caused Mr R during his claim. I've considered whether this is reasonable in the circumstances.

Having done so I think RSA should pay a further £100 compensation to Mr R. I don't think the compensation they have offered takes into consideration the impact the errors I hold it responsible for have had on Mr R. There were errors throughout Mr R's claim, and a number of issues with the removal company which led to Mr R being without his furniture for an extended period of time which has caused particular inconvenience. Taking into consideration the distress and inconvenience Mr R has been caused by RSA during his claim, I think a total of £500 compensation, on top of the £105 it has paid for damaged contents is more reasonable in the circumstances.

### **My final decision**

For the reasons I've outlined above I uphold this complaint about Royal & Sun Alliance Insurance Limited. It should pay Mr R and Mrs R a total of £500 compensation on top of the £105 it has paid Mr R and Mrs R for damaged contents.

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 28 February 2025.

Andrew Clarke  
**Ombudsman**