

## **The complaint**

Miss S complains about Royal & Sun Alliance Insurance Limited (RSA) and how they handled a claim she made on her home insurance policy. She says they caused delays in completing works which left her unable to use her bedroom.

## **What happened**

In early March 2024 Miss S made a claim on her home insurance policy after suffering an escape of water under her bath. RSA accepted the claim, and an inspection was undertaken around a week later. By the middle of April 2024, while the water pipe had been repaired, the damage was identified as being greater than initially thought, with damp found in Miss S's bedroom floor. At the start of May 2024, Miss S says she discovered wet floorboards in her bedroom.

Progress was chased by the end of May 2024 and a new inspection was carried out at the beginning of June 2024. Following this visit, heaters were put in place and the floorboards in Miss S's bedroom were lifted to start the drying out process. Miss S says she contacted RSA to chase updates on her claim but the only response she received was for RSA to make a payment for her to purchase a camp bed while her bedroom was unusable. Miss S says due to her age this wasn't suitable. RSA also said they could only offer alternative accommodation if her home was uninhabitable.

Towards the end of June 2024, it appears the drying out process had finished, but Miss S said she couldn't use her bedroom as the floorboards had been lifted and she was sleeping either on the sofa, or in her son's room. RSA then explained they had identified another source of the damp ingress to her bedroom, which wasn't part of the claim, they said they couldn't guarantee any works completed until this issue had been resolved. Miss S then commissioned a damp survey which identified a crack in the render of the wall of her bedroom but wouldn't be able to have the existing damp issues resolved, as she was concerned about the costs of doing so.

Due to RSA's trade contractors being fully booked, and the other source of damp being present, RSA offered to cash settle the claim at the end of July 2024. But it appears there were some disagreements over the value of the works needed and this wasn't agreed due to differences in the estimates Miss S's builders provided against what RSA was prepared to raise for the claim. A field engineer was then appointed to attend the property at the end of September 2024. By October 2024, RSA made a cash settlement offer of £2,300 to allow Miss S to have the works completed and she subsequently found a builder to carry these out.

Miss S remained unhappy with RSA's handling of the claim, so she raised a complaint. RSA responded in October 2024 and said they agreed there had been delays and miscommunication – they awarded a total of £660 compensation. Miss S wasn't satisfied with RSA's response to her complaint – so she brought it to this Service.

An Investigator looked at what happened but didn't recommend that Miss S's complaint should be upheld. She said while RSA had caused delays in dealing with the claim and had

caused inconvenience in Miss S having to chase RSA for updates, she thought the total compensation award made was fair and reasonable, and in line with what this Service would award. Miss S disagreed with the Investigator's findings. She didn't think the compensation reflected the level of inconvenience she had experienced, and she asked for an Ombudsman to consider the complaint – so it's 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'd like to start by reassuring both parties that although I've only summarised the background to this complaint, so not everything that's happened or been argued is set out above, I've read and considered everything that has been provided. This isn't meant as a discourtesy – instead, it reflects the informal nature of this Service. So, while I may not comment on each and every point made, or piece of evidence provided, I have taken it all into account.

It's also important to note that while RSA accepts that there were some delays in how they handled this claim, I can see that the crux of these delays appears to be down to the extent and scope of the works needed to remedy what RSA would be required to fix under the claim.

I say this because it was identified that not all of the damp issues in Miss S's bedroom were due to the leak in her bathroom. Rather, there was a contributory factor with the render on the wall outside her bedroom being cracked. From all the evidence I've seen, it appears this impacted RSA's ability to identify what aspect of the damage they would need to fix.

So, while I need to consider the impact of RSA's delays were and what steps they've taken to address these, I also need to factor in the additional damage and how this would have impacted their ability to do so.

### **What was the impact**

I do appreciate Miss S was inconvenienced during the repair process. And she's raised examples of how this could have impacted her day-to-day life. But as the Investigator explained, we wouldn't usually make an award of compensation for a theoretical impact. Instead, we can award compensation to recognise the actual impact a business' actions have had on their customer in a particular complaint. So, when deciding what amount would be fair, I need to consider how Miss S was affected.

An ongoing building claim comes with a certain level of frustration and inconvenience, so I would expect there to be some disruption as part of the normal claims process. However, my role is to consider what should have happened and look at any additional and unnecessary inconvenience and distress caused by RSA's errors or omissions alone.

Looking at the timeline, the claim was raised in March 2024 and RSA originally had Miss S's bedroom floorboards lifted at the start of June 2024. This is when I think the main disruption to Miss S started which she said meant she had to sleep in her son's room as well as on her sofa. But the claim's history suggests the works couldn't be completed due to a hereditary damp issue that was identified by the end of July 2024 and that RSA couldn't source contractors to complete the reinstatement work whilst these issues were ongoing. And I also note that RSA said they could only offer alternative accommodation if Miss S's home was uninhabitable – I think this was fair given the only affected room was her bedroom.

There were then discussions around completing these works as well as a disagreement over the difference in costs between Miss S's contractors quotes for the work – which appear to have included additional items that RSA said weren't covered under the claim they were handling for the escape of water.

From my review of the available evidence and claim's history – while I recognise there were some delays at the start of the claim, which RSA has made a compensation award for, I don't think they caused all of the delays experienced when trying to remedy this situation overall. I say this because it appears the major delays occurred after the hereditary damp issue was identified. This means I don't think RSA acted unfairly in how they dealt with the claim after this point, as they were trying to establish what works would be within the scope of the claim.

RSA have already paid a total of £660 compensation, as well as raising a payment of £250 in respect of additional sleeping and bedding needs. While I appreciate Miss S feels the sum paid isn't enough to compensate her, I need to highlight that a compensation award isn't intended to fine or punish a business, it's to recognise the impact a business' actions have had on their customer in a particular complaint.

This Service's approach to compensation awards requires me to think about what amount would be fair, taking into account how a customer was affected. And having looked at everything that's happened here, I'm satisfied this sum is fair and produces a reasonable conclusion to this particular case - and I won't be asking RSA to increase this.

### **My final decision**

For the reasons given above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 4 February 2025.

Stephen Howard  
**Ombudsman**