

The complaint

Ms A complains about the way Royal & Sun Alliance Insurance Limited (RSA) handled a claim she made on her home insurance policy. She says RSA discriminated against her and this caused delays in completing works.

What happened

Ms A made an escape of water claim on her home insurance policy in February 2021. RSA accepted the claim and attended her property to consider the damage caused, which required them to cut a hole in Ms A's kitchen ceiling. But the claim was ultimately declined as RSA said Ms A had failed to mitigate the damaged caused as it was the result on an ongoing leak and not an insured one-off event.

Ms A thought this was unfair and raised a complaint, which ultimately was referred to this Service. An Investigator looked at what had happened and said while they agreed the claim had been fairly declined due to wear and tear, they thought RSA should repair the hole they had made to Ms A's ceiling during the claim process and pay £100 compensation.

RSA agreed with the Investigator's recommended outcome and appointed a company to repair the ceiling hole. But they ultimately couldn't commence the work as the property needed to be dried out before RSA could complete the repairs. Ms A also said the leak was still ongoing in November 2023, so RSA decided to settle the claim on a cash in lieu basis instead. Payment was originally raised in November 2023 but was later returned. It was then re-raised to Ms A in May 2024.

Ms A remained unhappy with how RSA had handled the claim, so she brought another complaint to this Service. She said there had been unfair delays during the claim and that RSA should compensate her for this. She also said she felt the delays were motivated by her race, and that RSA had discriminated against her.

RSA responded to Ms A's new complaint but didn't uphold it. They maintained that Ms A hadn't properly mitigated the damage she had claimed for and that a cash settlement was the only option they could use to conclude the matter. They said they would not be re-appointing any trades to carry out further works. In respect of Ms A's concerns over discrimination, they said the delays during the claim were not due to Ms A's race and they hadn't identified any evidence of any comments or references made towards Ms A's race.

Ms A remained unhappy with RSA's response – so she brought the complaint to this Service. An Investigator looked at what had happened but didn't recommend the complaint be upheld. She said a lot of the issues Ms A was complaining about had already been considered by this Service, so we couldn't make a further finding on those points. And she said in relation to delays from November 2023 onwards - these were down to issues with the previous water damage not being fixed, which stopped RSA being able to repair the hole in Ms A's ceiling.

The Investigator said she was ultimately satisfied that RSA's decision to cash settle the ceiling repairs was fair and reasonable. And she said she hadn't seen any evidence that Ms A's race had been the reason for delays in the claim process.

Ms A disagreed with the Investigator's outcome. She said RSA kept dragging the situation out and delaying things. She explained she was going through a lot as she was going through divorce at the time, and she has a disabled son who she had to look after. She maintained that she was treated unfairly, and she was discriminated against.

Ms A 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.

Having done so, while I was sorry to hear about the struggles Ms A was experiencing after the claim was declined by RSA, I've decided not to uphold 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 – rather 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.

I also need to explain what period I will be considering as part of my decision. I appreciate Ms A has raised several complaints to RSA during the life of her claim, but I won't be revisiting the declined claim itself, or any delays prior to November 2023. This is because, as the Investigator has explained, these issues were considered as part of another complaint this Service looked at. This means my decision will focus on whether it was fair for RSA to cash settle the ceiling repairs, as well as whether there is any evidence that the claim was delayed due to Ms A's race.

From looking at the claim history, RSA accepted the previous outcome issued by this Service and appointed a contractor to repair the hole in Ms A's ceiling that had been made to identify the cause of the leak. It appears that the delays in completing this work were due to the outstanding issues that had been caused by the escape of water. And RSA said the property needed to dry out before they could complete any work to repair the ceiling.

By November 2023 the repairs were still not completed, and it appears the leak may have still been ongoing at this stage. I appreciate Ms A has said she did have repairs done to her boiler to stop the leak, but RSA's contractors reported there was still excessive water damage and high moisture readings present in the property which meant they couldn't complete the repairs to the hole in the kitchen ceiling as an effective and lasting repair. As such, RSA decided the most effective way to conclude the claim would be to make a cash settlement payment.

Given how long this situation had been going on for, and as the underlying escape of water claim had already been declined, I'm satisfied RSA's decision to pay the ceiling repair on a cash in lieu basis was fair and reasonable in the circumstances.

In deciding whether Ms A was treated unfairly due to her race, I've considered the available evidence provided by both parties. While I can see that this claim has been problematic from the start, and I can understand how upsetting it is to have the main claim declined and

issues ongoing for an extended period of time, I've not seen anything to persuade me that Ms A's race was part of the decision-making process of the claim or was a factor in any subsequent delays in concluding the claim.

In conclusion, I'm satisfied that RSA handled this claim fairly and reasonably and it follows I won't be asking them to do anything more than they have already.

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 Ms A to accept or reject my decision before 27 February 2025.

Stephen Howard
Ombudsman