

## **The complaint**

Mr and Mrs J complain about the way Royal & Sun Alliance Insurance Limited (“RSA”) has handled a claim they made under their home insurance policy.

Reference to RSA includes their representatives and agents. And, as Mr J has primarily dealt with this matter, I’ll refer to him on behalf of Mrs J for ease of reading.

## **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.

Our investigator thought RSA had made a fair offer to put things right. I agree, and for the same reasons, so I don’t think there’s a benefit for me to go over everything again in detail. Instead, I’ll summarise the main points:

- The scope of this complaint is limited to events between RSA’s complaint responses from February and June 2024 – a period of around four months. I won’t be considering anything that has happened outside of that timescale. The claim has continued since then and Mr J is entitled to raise a new complaint about the way it’s been handled if he wishes.
- It’s accepted the damage is covered by the policy, so there’s no dispute about that. The complaint is primarily about delays and communication during the relevant period of time, particularly in relation to delays making payments for alternative accommodation (“AA”) and associated costs, but also the claim in general.
- In response to this complaint, RSA conceded there had been avoidable and unreasonable delays handling the claim during this time. It accepted that had led to delays making payments to Mr J for AA and associated utility bills – and that this had caused him to incur bank charges. It also accepted that communication with Mr J had fallen short. To recognise the distress and inconvenience caused by all of this, RSA offered £300 compensation. It also offered £60 to cover the bank charges.
- As a result, I don’t think there’s any dispute that RSA has treated Mr J unfairly and caused avoidable distress and inconvenience. So the question for me is whether RSA’s offer of £360 is fair and reasonable in the circumstances.
- Whilst my consideration is limited to the relevant period of time noted above, I’m aware this claim has been ongoing for many years and has been subject to numerous previous complaints, many of which have been upheld. So it’s clear this has been a challenging claim for Mr J, during which he’s been treated unfairly many times. In this context, I think any further delays, poor communication or other claim handling problems during the relevant period of time will understandably have had a greater impact on him than it otherwise would.
- It’s clear Mr J was deeply concerned about the consequences of receiving the

payments late from RSA. It meant he may have to pay the AA rent and other bills late, which can cause problems. It also meant stretching and complicating his finances as he tried to maintain the rent and other bills on time from his own funds. These concerns and the burden of having to repeatedly chase for the payments caused him distress and inconvenience.

- During the relevant period of time, I can't see much in the way of meaningful claim progression. It seems RSA was preparing and considering options to bring about stability to the building. But it's unclear to me exactly what it was doing, what the next steps for the claim were and the likely timescale. So I'm not satisfied Mr J would likely have been aware of these things either. That would have added to his distress and inconvenience.
- Part of the reason for the delayed AA payment was because RSA sought further information about the family living arrangements. I can understand why it did so in the circumstances and I'm satisfied it was entitled to do so. As a result, I don't think RSA acted unfairly in relation to this point and I wouldn't expect it to pay compensation for any distress and inconvenience caused by its enquiries.
- RSA offered £60 to cover two bank charges. I haven't seen anything to suggest there were more such charges during the relevant period of time. So I'm satisfied this is a fair and reasonable offer to ensure its delays haven't caused Mr J a financial loss.
- Taking everything into account, whilst it's without doubt RSA has caused Mr J avoidable distress and inconvenience, I'm satisfied it's offered a fair and reasonable amount of compensation. I bear in mind my consideration is limited to a period of around four months, so compensation must reflect that. I understand it's been paid, so I won't require RSA to pay anything further in relation to this complaint.
- I know Mr J is concerned about how the claim has been handled beyond the period of time relevant to this complaint. Whilst I can't consider that here, I think it's important RSA ensures it meets its regulatory requirements to handle claims promptly and fairly and to treat its policyholder fairly and reasonably. Given how long the claim has been ongoing, and the number of upheld complaints it's generated, I would expect RSA to take measures to improve its service to Mr J.

### **My final decision**

I uphold this complaint.

RSA has already paid £360 compensation to settle the complaint and I think that was fair in all the circumstances. So it doesn't need to pay anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J and Mr J to accept or reject my decision before 10 February 2025.

James Neville  
**Ombudsman**