

The complaint

Mr J complains that Royal & Sun Alliance Insurance Limited (“RSA”) has delayed his buildings insurance claim after our service issued a final decision.

This complaint involves the actions of agents for whom RSA is responsible. Any reference to RSA includes its agents.

What happened

In 2022, Mr J’s home was damaged by a storm. He made a claim to RSA on his home insurance. RSA declined the claim because it said the storm wasn’t the main cause of the damage. Mr J referred his complaint to the Financial Ombudsman.

In January 2023, one of our ombudsmen issued a final decision. She said RSA wasn’t responsible for much of the damage, but there were some things she thought RSA was responsible for. She directed RSA to do as follows:

- *“Pay Mr J’s reasonable costs of replacing the glass in the lower Velux window, on receipt of an invoice for the same;*
- *Pay Mr J’s reasonable costs of replacing the three glass panels in the lantern, on receipt of an invoice for the same;*
- *Pay 8% interest on the two awards detailed above, from the date Mr J paid the costs to his supplier, to the date these awards are paid to him... and*
- *Pay Mr J £100 compensation...”*

Mr J complained to RSA again in June 2023. He wanted RSA to look at the claim again and he thought a claims handlers had committed fraud. RSA said the claim had already been considered by our service, so it refused to look at it again. But it asked Mr J to provide evidence of fraud. When RSA didn’t receive this, it didn’t uphold Mr J’s complaint.

Mr J contacted our service in January 2024. He said he hadn’t heard back from RSA. He also said RSA hadn’t done what our ombudsman told it to do. He said his home still isn’t repaired and his roof lantern continues to leak. We forwarded Mr J’s complaint to RSA. It responded to Mr J in July 2024. It thought Mr J had accepted our final decision, so it apologised for the delay, paid Mr J £300, plus the £100 our ombudsman awarded, and it asked its loss adjusters to discuss the required work with Mr J.

Mr J asked our service to investigate. I considered the matter and issued a provisional decision. I said:

“I think RSA has responded fairly to Mr J’s complaints so I’m not intending to tell RSA to do anything further. I know this will be disappointing for Mr J and I acknowledge his strength of feeling. I’ve focused my comments on what I think is most relevant. If I haven’t commented on a specific point, it’s because I don’t believe it affects what I consider to be the right outcome.

I first need to set the scope of my decision. I cannot review the handling or the outcome of Mr J's storm damage claim because this has been considered and decided by an ombudsman already. I cannot override their final decision. I am only considering the two complaints that Mr J has raised since then. These are Mr J's concern that RSA has committed fraud and has not carried out our ombudsman's instructions.

Regarding fraud, Mr J says our service upheld one of his complaints about a different claim involving the same claims handler. Mr J wanted RSA to look at his storm claim again because of this. I can't comment on the way the storm damage claim was handled. And I haven't seen any persuasive evidence that wasn't available to our ombudsman to suggest that fraud has been committed. So, I think RSA responded to this complaint fairly.

Regarding RSA not carrying out our ombudsman's instructions. I need to clarify that Mr J did not accept our final decision. This means the decision was not binding. RSA did not need to act in accordance with it. When RSA responded to Mr J's complaint in July 2024, it thought Mr J had accepted the decision and it responded accordingly. It apologised, paid compensation, and engaged its loss adjusters.

Mr J would like RSA to pay more compensation. But I have to keep in mind that Mr J did not accept the decision, so RSA did not, strictly speaking, need to do anything further. Even so, I would still expect RSA to treat Mr J fairly. But I don't think it would be fair for me to tell RSA to pay even more compensation for not acting sooner when it didn't need to. £300 is in line with what I would have awarded for the delay. So, I'm not intending to tell RSA to pay more.

Mr J has said his roof lantern continues to leak. But our ombudsman decided that RSA was not responsible for any damage to the lantern frame. Our ombudsman said RSA only needed to reimburse Mr J for the cost of three glass panels (along with a reasonable proportion of scaffolding costs) once Mr J provides RSA with an invoice for the work. Mr J hasn't been able to have the work carried out which is unfortunate. But I can't override our ombudsman's decision. I can't hold RSA responsible for the lantern frame when this has already been decided. So, I can't hold RSA responsible for any water damage that may have occurred as a result of the lantern not being repaired or replaced.

Mr J has also said he would like RSA to cover the cost of replacing his Velux window and frame. Our ombudsman said RSA only needed to reimburse the cost of replacing the window, and not the frame. That is unless Mr J could show the window can't be replaced without the frame. The ombudsman said:

"Based on the available evidence, which doesn't suggest that the frame was damaged by the storm, in the absence of any persuasive explanation from Mr J's contractor about why it was impossible to only replace the glass panel, RSA only need to pay for the costs relating to the replacement of the glass panel. However, I would expect RSA to give due consideration to any comments provided by Mr J's contractor that indicate otherwise."

I can't review the matter again. And I haven't seen evidence that the window can't be replaced without the frame. Mr J has said replacing the window by itself would void the warranty. But this isn't the same as it being impossible to replace the window. So, I won't be telling RSA to cover the cost of replacing the frame. If Mr J provides further evidence to RSA to show that the frame has to be replaced to replace the window, I would expect RSA to consider this.

RSA chose to engage its loss adjusters to discuss the work with Mr J. I think this was a reasonable response to the complaint. If Mr J is unhappy with how the loss adjusters have handled things since RSA's final response of July 2024, Mr J would need to raise this as a new complaint.

Overall, I think RSA has dealt fairly and reasonably with the two complaints that I've considered. I'm pleased to see that RSA is continuing to liaise with Mr J about the costs that our ombudsman thought were fair and reasonable for RSA to pay. But I'm not intending to tell RSA to do more."

Responses

Mr J and RSA did not respond to my provisional decision.

As the deadline I set for responses has now passed, I consider it appropriate to issue my 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.

As neither party has provided further evidence or comment, I see no reason to change the outcome I reached provisionally.

I've reviewed the complaint again and my opinion hasn't changed. So, the findings of my provisional decision are now the findings of this, my final decision.

My final decision

I do not uphold Mr J's complaint about Royal & Sun Alliance Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 14 February 2025.

Chris Woolaway
Ombudsman