

## **The complaint**

Ms P and Mr T are complaining about the time it took Royal & Sun Alliance Insurance Limited (RSA) to issue a settlement after they made a claim on their buildings insurance policy for damage to their conservatory.

Mr T has largely acted on behalf of Ms P and Mr T throughout the claim and complaint.

## **What happened**

In August 2022 Mr T contacted RSA as he'd noticed cracks in the walls on his conservatory which he thought might be down to subsidence. Around December 2023 RSA advised Mr T that the claim wasn't covered under the terms of the insurance policy. But, in April 2024, owing to the way it had handled the claim throughout, it said it would honour the claim and would make an ex-gratia payment of around £48,000. It said it would also pay VAT if Ms P and Mr T showed they'd paid for the works to be completed.

In May 2024 Mr T complained he hadn't received the settlement payment RSA said it would pay. And he said RSA had added an endorsement to the policy to say it wouldn't cover claims arising from damage to the conservatory until it was repaired. But he said he couldn't do that until it paid him the settlement.

RSA acknowledged its delays and arranged for the payment to be made. It also paid him £200 in compensation. Mr T didn't think this was fair so he referred their complaint to this Service.

Our Investigator didn't uphold this complaint as she thought RSA had taken fair steps to put things right.

Mr T didn't agree with the Investigator's opinion. He said he received £100 for poor communication and only £100 for the delays. He says he was told he would receive the payment within 10 days but it actually took 38 days to receive it. He said it was a large sum of money to be waiting so long for. He said this Service's guidelines suggests compensation in the range of £300 to £750 was warranted.

As Mr T didn't agree with the Investigator's opinion, the complaint'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've decided to not uphold this complaint and I'll now explain why.

I should first set out that I acknowledge I've summarised Ms P and Mr T's complaint in a lot less detail than they've presented it. Mr T has raised several reasons about why he's unhappy with the way RSA has handled this matter. I've not commented on each and every point he's raised. Instead I've focussed on what I consider to be the key points I need to

think about. I don't mean any discourtesy about this, but it simply reflects the informal nature of this Service. I assure Ms P, Mr T and RSA, however, that I have read and considered everything they've provided.

Secondly, I also need set out that, in this decision, I'm only considering RSA's delay in issuing the settlement payment. Ms P and Mr T have raised various other complaints, but these aren't being considered under this complaint reference.

There's no dispute that RSA took longer than it should have done to pay the settlement to Ms P and Mr T. But I don't think Ms P and Mr T lost out as a result of this as they ultimately decided to not repair the conservatory and chose to demolish it. I can see that they had to spend a lot of time chasing RSA for this money. And this would have added to the distress the whole claim journey had caused them. But RSA have paid £200 in compensation for the distress and inconvenience this has caused and that's in line with what I would have awarded.

Mr T has referred to this Service's online guidance which he says suggests the compensation should fall within an exceptional award. But I don't agree. Ultimately, there was around a four week delay. While I accept this was upsetting – not least because if the endorsement RSA had added – I haven't seen anything to show they materially lost out because of this. So I think £200 is fair compensation to reflect the time taken and effort Mr T had to put in to put things right.

### **My final decision**

For the reasons I've set out 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 P and Mr T to accept or reject my decision before 7 April 2025.

Guy Mitchell

**Ombudsman**