

The complaint

Mr D complains about the way Royal & Sun Alliance Insurance Limited (RSA) handled an escape of water claim under a buildings insurance policy.

What happened

I issued a provisional decision on 8 January 2025 which set out the following:

“What I’ve provisionally 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.

Mr D held a buildings insurance policy with RSA. He raised an escape of water claim in July 2023. RSA accepted the claim. It appointed several agents to, broadly, strip out the en-suite and flooring, undertake drying, and complete the claim-related repairs.

Unfortunately, things didn’t go well. Mr D experienced delays, a lack of meaningful progression at times, and a protracted claim journey, amongst other things. Mr D has also said he was hospitalised twice as the result of the ongoing building work and dust left by RSA’s agents. He was diagnosed with asthma in 2024 which required treatment.

RSA has said this was a routine claim in nature and repairs ought to have been concluded by early 2024. But repairs remained outstanding beyond its response to Mr D’s complaint in June 2024 – some nine months after drying had been confirmed as complete. It accepts it caused delays, workmanship was poor, and it caused Mr D a level of distress and inconvenience. It therefore offered to pay Mr D £1,000 compensation.

Mr D didn’t think this amount was fair for several reasons. He has said he thinks £2,000 is a fair and reasonable way for RSA to settle this matter. I find Mr D’s request to be a fair and reasonable one. I say this for the following key reasons:

- Mr D was in his late seventies with a health condition which caused memory loss and mobility issues. RSA’s loss adjuster noted in September 2023 Mr D was vulnerable and care needed to be taken. However, Mr D was left living in what RSA referred to as a ‘building site’ for an unreasonable amount of time, that Mr D has said was dangerous for him, and his family. The photos of damage I’ve reviewed show an en-suite floor was removed in its entirety – leaving joists exposed and the lounge floor several feet below. And it seems based on the claim notes that no safety measures were put in place by RSA’s agents for a number of months.
- RSA accept this was a routine claim. However, I find it was responsible for avoidable delays which left Mr D chasing for updates and for things to

happen. For example, there was no meaningful progress until March 2024 despite the property being deemed dry in September 2023, and even then, when claim costs had been approved nothing material happened for a number of weeks.

- The property was left in a poor condition for several months. I've no doubt this would have been distressing, inconvenient, and likely to have caused Mr D some embarrassment. His en-suite bathroom was unusable for several months, and sanitary ware was said to have been left in the bedroom, in pieces, which not only could have caused a tripping hazard, but an eye sore too.
- Mr D was hospitalised twice while the claim was running. The medical notes I've reviewed set out, broadly, his condition was worsened by ongoing building works. And while I note the requirement for the building works was the result of the claim-incident (which RSA didn't cause), the ongoing nature of this claim, the problems, and the worry would no doubt have caused Mr D a level of sustained distress, an impact on his health, and severe disruption. And while RSA were unlikely aware of this specific health condition, it was aware Mr D was vulnerable as per bullet point one.
- The standard of work completed within Mr D's property was poor. RSA has said it accepts snagging issues can happen, but the level of works undertaken were beyond that. For example, multiple pipes had been cut through and not capped off properly. This prolonged the claim further because it had to be put right, amongst other issues, and I've no doubt this would have added to Mr D's upset and frustration with the way the claim was handled overall by RSA.

Given my findings above, I am satisfied Mr D was caused a great deal of ongoing distress and inconvenience, which potentially adversely impacted his health, over several months. It follows significant compensation is appropriate. I find Mr D's request for £2,000 a fair and reasonable one as it reflects the impact this matter had on him. So, it follows I intend to require RSA to pay Mr D £2,000 compensation – in total – to resolve this complaint.

My provisional decision

I intend to uphold the complaint and require Royal & Sun Alliance Insurance Limited to pay Mr D £2,000 compensation – in total – to resolve this complaint."

Responses to my provisional decision

A representative of Mr D – I'll refer to as "Mrs M" – responded to my provisional decision on Mr D's behalf. Mrs M has said Mr D is still using inhalers as the result of dust following the works that went on for far too long. I thank Mrs M for responding on behalf of Mr D.

RSA didn't respond to my provisional decision within the deadline I set despite an Investigator contacting it on 13 and 21 January 2025 requesting it provided any further points it wanted to make ahead of my final decision which would follow after the deadline. I've therefore gone on to set out my final decision on this matter.

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, I see no compelling reasons to deviate from the outcome I provisionally set out on 8 January 2025. I am satisfied Mr D was caused a great deal of distress, inconvenience, disruption, which potentially impacted his health, over several months. It follows that I remain of the view Mr D's request for £2,000 compensation in total to be a fair and reasonable one as it reflects the impact this matter has had on him.

Putting things right

For the reasons I've mentioned above, I now require RSA to pay Mr D £2,000 compensation – in total – for the distress and inconvenience caused.

My final decision

I uphold this complaint. I now require Royal & Sun Alliance Insurance Limited to settle this complaint in line with my instruction above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 20 February 2025.

Liam Hickey
Ombudsman