

The complaint

Ms J complains about how Royal & Sun Alliance Insurance Limited ('RSA') have responded to her buildings insurance claim.

As RSA are responsible for the actions of their appointed agents, any reference to RSA in my decision should also be interpreted as covering the actions of their appointed agents.

What happened

The background to this complaint is well known to Ms J and RSA. Rather than repeat in detail what's already known to both parties, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

In late 2018, Ms J made a claim on her buildings insurance policy following movement of part of her property. The claim was accepted. Over the following years, Ms J became increasingly unhappy with RSA's response to the claim and raised several complaints and referred some of those complaints to our Service for us to investigate.

Ms J complained to RSA on several more occasions in 2024 about their claims handling and service provided. RSA upheld the complaints and offered compensation totalling £900. Remaining unhappy, Ms J referred her complaints to our Service for an independent review. Our Investigator considered the complaint but didn't recommend that RSA needed to do anything further. As Ms J remained unhappy, the complaint has been referred to me for a 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service. I make this point particularly, as a vast number of detailed representations have been provided by both parties. My decision won't be replicating that level of detail and instead I'll focus on what materially impacts the outcome of this complaint.

I'm truly sorry to hear of the impact of this claim that's been going on since 2018 on Ms J. It's clear that Ms J has experienced a difficult time. I've also carefully noted what Ms J has told our Service about her long-term disability and how this has greatly impacted her day-to-day life.

The scope of my decision

It's important that both parties understand my decision will only be considering RSA's actions up until the date of the last relevant final response letter that forms part of this complaint. The relevant dates are March 2024 until 18 December 2024. I have familiarised

myself with the history of this claim - so I'm aware of key historic events in the lead up to the time period that I'm considering.

Ms J has referred to discrimination (not making reasonable adjustments or taking necessary steps) under the Equality Act 2010 because of her long-term disability. All parties are aware of the nature of Ms J's disability, so I don't need to go into detail here.

However, it's not my role, or the role of this Service to decide whether RSA acted unlawfully or not (breached the Equality Act 2010). That would be a matter that the Courts would be best placed to decide. My role is to decide what's fair and reasonable in the circumstances of this complaint. But, when reaching that finding, I will take several things into account - including relevant law and what we consider good industry practice at the time. So, although it's for the Courts to say whether RSA breached the Equality Act 2010 or not, I'm required to take the Equality Act 2010 into account - if it's relevant, amongst other things when deciding what is fair and reasonable in the circumstances of the complaint.

As RSA have accepted there were failings and offered compensation, my decision will only consider whether the offer of compensation goes far enough to put things right.

My key findings

It's clear that a long-term breakdown has occurred in the working relationship between Ms J and RSA, primarily because of the actions of RSA's agents. In my opinion, RSA have eroded Ms J's trust because of repeated failures, delays and communication issues over multiple years. This is very disappointing and has, understandably, led to Ms J escalating multiple issues as part of this complaint that in other circumstances (without the historic issues), might have been quickly resolved without our Service's involvement.

When reaching my decision, I've kept in mind our published external guidelines on distress and inconvenience, alongside the overall actions taken by RSA during the time period I'm considering. <https://www.financial-ombudsman.org.uk/consumers/expect/compensation-for-distress-or-inconvenience> I've then considered what's happened, RSA's actions when notified of the issues and the impact specifically on Ms J - given her personal circumstances.

On balance, I find the offer broadly fits within the range of the appropriate award category. To look at this matter differently, if no compensation had been offered by RSA I'd be directing them to make an award within this category.

Of course, this isn't to detract from the impact Ms J has experienced. But I have noted that RSA's internal records show that they have listened to Ms J and given her distrust and frustrations with their agents, appointed an RSA member of staff to oversee the conclusion of this claim. Based on the evidence, they identified further issues regarding the initial claim and potential cause of the damage that were being looked into further.

I have also carefully considered the specific events that Ms J has been awarded compensation for but won't detail them all here.

- Issues such as keys left in locks or not removed from her property, scaffolding and ladder access will no doubt have caused much avoidable worry and frustration, but thankfully, Ms J hasn't shown that she suffered an adverse outcome (such as a theft) as a result. Scaffolding being there for much longer than Ms J would've liked has caused annoyance, as did the delay in making payment for garden related works.
- I have kept in mind ICOBS 8.1.1 too, as it's clear there were unexplained and avoidable delays as well - which RSA have recognised. I accept that given how long

this claim has been ongoing these additional delays will have compounded the impact on Ms J.

- There was also contact with Ms J outside of the parameters she had set and whilst unfortunate, I'm satisfied that RSA have taken Ms J's request seriously, provided relevant feedback to those involved and updated their records to try and mitigate this happening again.

Summary

RSA have accepted that they let Ms J down during the time period this decision has considered. Their actions caused substantial (and avoidable) distress and inconvenience to Ms J. On balance, I'm satisfied that their offers of compensation and other actions taken, go far enough to recognise the impact on Ms J.

I know my decision will disappoint Ms J. But I want to assure her I've carefully considered all the evidence alongside what she's told us about the impact on her specifically because of her disability before making my decision.

From what I've seen, Ms J has continued to make complaints to RSA as she feels that's the only way she gets anywhere, and the claim moves closer to completion. Whilst my decision doesn't contain a direction - and in any case I can only direct RSA, not Ms J, I'd strongly encourage them both to work together now and break the cycle of RSA failings and letting Ms J down, followed by subsequent complaints - as it's in the best interests of them both that this claim is brought to a resolution.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 9 April 2025.

Daniel O'Shea
Ombudsman