

The complaint

Miss D and Mr S complain that Royal & Sun Alliance Insurance Limited have poorly handled a claim made on their buildings insurance policy which has added delays, distress and inconvenience to the claim.

What happened

The background to this claim and complaint is well known to both sides, so I've not set this out and will focus on the outcome to the complaint.

Our investigator looked at this complaint and felt RSA had added to the distress and inconvenience of the matter. They didn't think it had managed the expectations of Miss D and Mr S and they had been passed back and forth between contractors and their utility supplier.

The lack of clarity on the cause of the leak and what was needed to fix this added to the distress of the situation and they felt this could have been avoided. The calls provided on the case demonstrated that RSA didn't understand the actions of the appointed contractors and had to query the claim progress and often, it echoed the concerns of Miss D and Mr S with the conversations about what was happening.

So despite the investigator thinking the claim decision was fair, the impact of the service with the claim handling by RSA's contractors and the expectation management, meant they felt it was fair RSA made an award of £450. This was to recognise the distress and inconvenience added and the fact they believed it could have been highlighted sooner that Miss D and Mr S would need to find a solution with their utility supplier.

Miss D and Mr S accepted the recommendation. RSA did not and explained why it didn't think it was fair it was asked to pay this. They accepted the claim would be distressing but they didn't think it had added to the distress and upset, beyond what might be reasonable to expect, with how the claim was handled.

RSA said it had sent out several different contractors to find the cause of the damage but with a claim, the onus was on Miss D and Mr S to prove an insured event had occurred. It felt it went above and beyond in helping to identify the cause of damage and it had asked Miss D and Mr S to contact their water utility supplier a number of times, where it has been accepted the cause of damage is the lead pipes needing to be replaced. The utility supplier could have identified this sooner, but this was not something RSA should be held responsible for.

Our investigator responded to say it was clear from the calls that Miss D and Mr S were distressed as a result of the contractors appointed by RSA. And in one call, the claims handler showed how they felt the service was poor when saying she didn't know what to say in response what had happened with the claim to date.

So while RSA carried out investigations and may have gone beyond what was required. She felt the contractors used had caused delays, this added distress and inconvenience to the

situation and it was fair this was considered.

RSA didn't provide a further response and the complaint was referred for 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.

I've decided to uphold this complaint, for much the same reasons as our investigator. I do acknowledge RSA made attempts to support Miss D and Mr S and clearly, a big part of their distress is the result of the claim itself. But I do think things could have been better and with the number of calls Miss D and Mr S was making in relation to the claim, it was clear the matter was causing them to worry.

They made regular calls to RSA for updates on the progress of the claim and what they had experienced with the contractors appointed. And why despite a number of visits, they still felt unsure on the next steps on the claim progress with questions over why some contractors turned up, only to say someone else would need to return to complete the work.

The claims handler showed a good level of empathy but I think at times, the frustration of Miss D and Mr S was mirrored. I think this will have added to the distress they were experiencing with no reassurance being provided or signposting on next steps.

Over being given clear direction on the next steps and what needed to happen, it was accepted things didn't appear to be going as they should and at times, they too expressed they didn't know what was needed. So I don't think it is fair to say Miss D and Mr S were signposted to their utility provider as the ones to sort the problem. Although this was considered at times, other options were explored and Miss D and Mr S were left with uncertainty.

The impact of this meant there was a delay in Miss D and Mr S organising the work they've needed to with their utility company to put things right. And this, together with the distress added should be recognised.

The impact of the lack of clarity has resulted in 38 calls between the time the claim was raised and the final response was issued and I think it is fair to say this is considerably more than is reasonable to expect. Had there been clarity from the start on what needed to happen, this could have been avoided and this has resulted in a lot of extra effort on the part of Miss D and Mr S to put things right and added to their distress.

I think it is fair that the award recognises this, our investigator recommended £450 and I feel this is a fair award, in line with this Services approach and award limits we'd expect for this impact.

Putting things right

RSA now needs to pay Miss D and Mr S £450 in recognition of the added distress and inconvenience with the handling of this claim.

My final decision

For the reasons I've set out above, I uphold Miss D and Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D and Mr S

to accept or reject my decision before 24 April 2025.

Thomas Brissenden
Ombudsman