

The complaint

Mr D and Mrs D complain about Royal & Sun Alliance Insurance Limited (“RSA”) and the handling of the claim they made on their home insurance policy.

Miss D, Mr D and Mrs D’s daughter, has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any comments made, and actions taken by either Mr D or Mrs D as “Miss D” within the decision, where appropriate.

What happened

The claim and complaint circumstances are well known to both parties. So, I don’t intend to list them chronologically in detail. But to summarise, Mr D and Mrs D held a home insurance policy, underwritten by RSA, when they discovered an escape of water at their property. So, they contacted RSA to make a claim.

Due to the delays in RSA progressing their claim, Mr D and Mrs D arranged for their own contractors, who I’ll refer to as “C”, to begin the necessary repair work. But during this process, RSA asked Mr D and Mrs D to halt this work, to allow RSA’s loss adjustor, who I’ll refer to as “S” to inspect the damage before the claim could be validated and approved.

While the work was halted, a further escape of water was identified. And Mr D was seriously injured when he inspected the damage this leak was causing on a set of ladders that slipped as he was using them. Miss D was unhappy about this, and the service provided by RSA throughout the claim. So, she raised a complaint.

Her issues included, and were not limited to, the length of time it took RSA to arrange an inspection and the communication provided during this time. Miss D also set out why she felt it was RSA’s failures that directly led to the injury Mr D sustained and how RSA’s actions had created additional costs to her and her family. So, she wanted to be compensated appropriately for the above.

RSA responded to Miss D’s complaint and upheld it in part. They paid a total of £500 compensation to recognise the delays in arranging an inspection, their failure to communicate and their failure to manage Miss D’s expectations regarding the claim and the process that it would need to follow. But they set out why, while they empathised with Mr D and the injury he sustained, they didn’t think they were responsible for the injury itself. And they also explained why they wouldn’t be covering the costs of Miss D’s daughters travel expenses. Miss D remained unhappy with this response, so she referred the complaint to us.

Our investigator looked into the complaint and upheld it in part. They noted RSA’s acceptance that they had acted unfairly regarding the delays and communication failures during the claim process. And they explained why they felt a further £250 should be paid, on top of the £500 already paid by RSA, to recognise the impact caused to Mr D and Mrs D. But they also set out why they didn’t believe RSA were responsible for the injury Mr D sustained, referring to the realisation of a second leak which they didn’t think RSA could have foreseen.

RSA accepted our investigator's recommendation. But Miss D didn't, on behalf of Mr D and Mrs D, providing several comments setting out why. These included, and are not limited to, her assertion that it was unfair to deem the later leak secondary, explaining why she felt this leak was present at the time the claim was made. And she continued to reiterate why she felt RSA's failures and delays led to the situation where Mr D felt the need to climb the ladder, which in turn led to his injury which was significant and life impacting. So, Miss D maintained the £750 recommendation wasn't enough to adequately compensate Mr D and Mrs D for the distress and inconvenience they were caused by RSA's failures.

Our investigator considered Miss D's comments, but their opinion remained unchanged. Miss D continued to disagree and so, the complaint has been passed to me for a 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.

Having done so, I'm upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

Before I explain why I've reached my decision, I think it would be useful for me to set out what I've considered, and how. I note Miss D has acted as the main representative during the complaint process. And, that both herself and her daughter live in the property alongside Mr D and Mrs D. So, I can understand why she would want the inconvenience and suffering she and her daughter experienced to be considered, and compensated for, under this complaint.

But crucially, in line with the rules we work within set by the industry regulator, I am only able to consider and direct compensation for the impact suffered directly by the policy holders, as they are the eligible complainants. In this situation, that is Mr D and Mrs D. So, when thinking about what RSA should do to put things right, any award I direct focuses on the impact suffered by Mr D and Mrs D only, where I'm satisfied this impact was caused directly by something RSA did wrong.

I also note it's been accepted by RSA that there were avoidable delays at the start of the claim process, in particular arranging for S to inspect the damage at Mr D and Mrs D's property. It's also been accepted by RSA that they could have done more to manage Mr D and Mrs D's expectations on what costs the policy would cover and that there was a delay in assessing the costs required to repair the damage caused by the second leak, as well as a failure to provide updates in relation to this. And they originally paid Mr D and Mrs D £500 to recognise this, before accepting our investigator's recommendation to increase this by a further £250. As RSA haven't disputed their failures here, I don't intend to discuss the merits of them in detail. Instead, I will talk to them when thinking about what RSA should reasonably do to put things right.

So, what I have focused on are the points that remain in dispute. And from Miss D's response to our investigator's initial view, I'm satisfied these centre around her opinion that it was unfair to deem the two leaks to be separate incidents and then, why Miss D feels RSA's failures led to the injury Mr D sustained.

I turn first to Miss D's belief the second leak, which ultimately led to Mr D climbing ladders to

inspect it which resulted in the injury he sustained, shouldn't be deemed as a separate issue. I've carefully read through the evidence and information available to piece together a timeline of what occurred.

Having done so, I'm unable to say RSA acted unfairly when deeming this to be a secondary, and so additional, leak. I note when Mr D and Mrs D raised their initial claim, while it was noted that they were unsure where the original leak was coming from, it was accepted it was most likely coming from somewhere near the shower in their bathroom, as the damage was impacting the ceiling to their front room below. And to rectify this, the bathroom needed to be stripped out, and the ceiling of the front room to be taken down. I've seen photo's that show this to be the case as well as C's draft quotation, which quotes for repair work to the bathroom, and front room. It's important to note there is no mention of damage to Mr D and Mrs D's rear room at the time.

I've then seen C's second amended quotation. And within this, it states that they were contacted on 8 March to reattend the property on an emergency basis, where they found a *"further serious water leakage affecting the rear bedroom and rear downstairs lounge of the property"*. Had this leak been present at the point the original claim was made, I would've expected the damage it caused to have been present and so included in C's original repair quotation. But it wasn't.

I also note that in Miss D's email to RSA on 11 March 2024, she explains that, after explaining that the toilet and vanity unit had been removed, that *"it is my understanding that there was an issue with some pipework, which had to be replaced or we would have to be left without water"*. This correlates with C's opinion that they had been mid-way through completing work in this area when they had been asked to stop, on the request of RSA so an inspection could be completed.

So, based on the balance of probability, I think it's more likely than not that the removal of the vanity unit and replacement of pipework conducted sometime on or before the 8 March, led to the escape of water that ultimately led Mr D to then climb ladders to inspect. And, as this work hadn't been completed at the point the original claim was made, I'm satisfied RSA were fair to treat this leak as separate, and secondary. So, my decision will continue with this leak being treated as such.

I then turn to what I believe to be the crux of Miss D's remaining dispute, which centres around the injury Mr D sustained and her belief RSA should be held liable and so, provide appropriate compensation to recognise this.

As I've set out above, it's not in dispute that RSA could have progressed the claim more effectively. And I note it took them around five weeks to arrange for S to inspect Mr D and Mrs D's home, which was too long considering the extent of the damage.

But crucially, in line with standard industry approach, RSA as the insurer were entitled to take reasonable steps to validate the claim. And when they received a quotation provided from C that was for a significant amount, I do think they were entitled to take steps to ensure they quotation provided was a reasonable one.

And as C were already in the property completing repairs, and at that time RSA were unable to confirm for certain they would be covering all the repair costs C quoted for, I do think RSA were reasonable to ask C to halt any further work, to ensure Mr D and Mrs D didn't continue to incur repair costs they wouldn't be reimbursed for.

I recognise Miss D's point that had RSA not asked C to halt these repairs, then it's her belief that the leak wouldn't have occurred and so, the damage that Mr D climbed the ladders to inspect wouldn't have presented itself. But crucially, I'm not persuaded that I'm able to say this for certain.

Even if C had been afforded the chance to continue with the work, I've no way of knowing for certain that the leak wouldn't have presented itself. And if it did, I'm unable to know for certain that C would have been on site when the leak occurred, to prevent the damage that led to Mr D climbing the ladders to inspect it.

Further to this, while I do appreciate why Mr D would want to inspect the leak and/or damage that was being caused, I must also consider the fact it was Mr D's own decision to use ladders to do so. And I've no way of knowing exactly how Mr D used these ladders. For example, whether he sought support from someone else to hold them in place.

So, considering the above, and the fact that RSA had no way of foreseeing the additional leak, or Mr D's own decision to climb ladders to inspect it, I'm unable to say there was an error RSA made that can be reasonably directly attributed to the injury Mr D sustained. So, when thinking about what RSA should do to put things right, I won't be considering the injury and the impact this had on Mr D.

Putting things right

I will now return to the errors RSA have already accepted to think about the impact these had on Mr D and Mrs D to decide what RSA should do to reasonably put things right.

I note our investigator recommended RSA pay Mr D and Mrs D a further £250, taking the total compensation paid to £750 in total, which RSA accepted. Having thought about this recommendation, I'm satisfied it is a fair one that falls in line with our services approach and what I would've directed, had it not already been put forward.

I think it is significant enough to recognise the distress and inconvenience caused to Mr D and Mrs D, being left with a home that was significantly damaged for longer than it should have been, due to RSA's delay in arranging for an inspection to validate the repair quote C provided. And, how frustrating it would have been for them when the repair work was started and forced to halt.

I think it also reasonably reflects the inconvenience caused by the need to be placed in alternative accommodation and, while I can't consider the direct impact to Miss D and her daughter, I think it fairly recognises the added stress and worry Mr D and Mrs D would have felt due to their natural concern about their daughter and granddaughter.

And finally, that while the policy RSA provided wasn't designed to cover the costs to repair the actual leak itself, as made clear in the policy terms and conditions, RSA did fail to make this clear to Mr D and Mrs D from the outset, which they ought to have done.

But I also think it considers the fact that it took around seven weeks from the point of claim to the bulk of RSA's settlement payment to pay for the repairs. So, while there were avoidable delays, I do think this is a relatively short period of time considering the damage that was present to obtain validation and authorise payment. And in line with our services approach, this must be a consideration when awarding compensation.

I also think the payment fairly recognises the other actions RSA took, which included ensuring all of Mr D and Mrs D's alternative accommodation costs were paid, as well as travel costs that under the terms of the policy I'm not persuaded they were obliged to pay.

Finally, I think it also takes into account the fact that in any insurance claim of this nature, where there is a significant escape of water, there is expected to be a level of inconvenience caused through no fault of a business such as RSA, due to the damage and the extent of the repairs required.

So, while I appreciate this has been a difficult time for Mr D and Mrs D, and their family including Miss D, I won't be directing RSA to do anything more than pay the additional £250 already recommended and accepted by RSA.

My final decision

For the reasons outlined above, I uphold Mr D and Mrs D's complaint about Royal & Sun Alliance Insurance Limited and I direct them to take the following action:

- Pay Mr D and Mrs D a further £250, taking the total compensation award to £750.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs D to accept or reject my decision before 8 May 2025.

Josh Haskey
Ombudsman