

The complaint

Miss and Miss T complain about Royal & Sun Alliance Insurance Limited's handling of a claim under their buildings insurance policy.

Royal & Sun Alliance Insurance Limited (RSA) has been represented on the claim by its agents. All references to RSA include its agents.

In the decision, I refer mainly to Miss T1, who is first named on the policy and who has led on the complaint to RSA and to our service. All references to Miss T1 also include Miss T2 where appropriate.

What happened

Miss T1 had a buildings insurance policy with RSA. In June 2023, following an escape of water, she made a claim.

RSA carried out drying and reinstatement works. It also provided alternative accommodation (AA) for the duration of reinstatement works. In June 2024, Miss T1 reviewed the works carried out by RSA, prior to her return from the AA, and raised some specific concerns.

In July 2024, she made a complaint to RSA about the condition of the house on her return. She specifically complained about the house not being cleaned, the carpet being removed from the first-floor bedroom, no flooring in the ensuite (bathroom), rubbish left outside the house, the base of the kitchen units, issues with the cupboards and issues with the flooring installed by RSA. She also complained that her kitchen oven was not working following RSA's repair works.

RSA issued a complaint response in August 2024. It upheld the complaint and offered the following:

- £50 for Miss T1 to arrange for the bedroom carpet to be re-laid.
- £25 for Miss T1 to arrange for her cupboard to be repositioned.
- Reimbursement of up to £250 for a new oven.
- Reimbursement for the costs to replace affected kitchen plinths, or RSA would arrange the replacement itself.
- £50 for Miss T1 to hire a cleaner.
- A cash settlement for the bathroom flooring or RSA would arrange the replacement.
- It would address the issues with the installed flooring.
- Advice on how Miss T could address the smell she said was coming from the cupboard, including £25 towards the cost of items needed to take the advised steps.
- A further £100 compensation for the distress and inconvenience caused.

Miss T1 referred her complaint to the Financial Ombudsman Service. She remained unhappy with RSA's repairs, including the oven damage and the smell from the kitchen cupboard. She said she was made to return to her home when it was uninhabitable and wanted compensation for the emotional distress.

The Investigator didn't uphold the complaint. They said RSA's offer as a whole, including its offer of compensation was fair and reasonable in the circumstances.

Miss T1 didn't agree. She said there had been further issues following RSA's offer and she felt the complaint wasn't fairly considered.

Because the complaint couldn't be resolved, it'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.

Miss and Miss T have provided a lot of information in support of their complaint. I assure them that I've taken everything they've provided into account. But in this decision I've focused on what I think are the key issues in this complaint. No discourtesy is intended by this, but it simply reflects the informal nature of the way the Financial Ombudsman Service reviews complaints.

I should also set out that the Financial Ombudsman Service is a dispute resolution service, not the regulator of the insurance industry. So it's not our role to fine and punish a business. Our role is to look at whether a business has acted fairly in the circumstances of the complaint and decide what it needs to do where it hasn't.

Remit of this complaint

Miss and Miss T raised further concerns about RSA and its handling of their claim, including matters following RSA's complaint response of August 2024.

To be clear, as explained by the Investigator, under this decision, I'll only be considering matters up to and covered in RSA's complaint response of August 2024.

For all other matters, including matters following RSA's complaint response, Miss and Miss T will need to raise these matters directly with RSA. I understand RSA has agreed to raise a new complaint on some of these matters. If Miss and Miss T are unhappy with RSA's response, they can refer that complaint to our service separately.

I've therefore gone on to consider the complaint points Miss and Miss T raised that RSA responded to in its complaint response of August 2024. In doing so, I've considered whether RSA has responded fairly on each point.

Cupboards

Miss and Miss T said there was a smell from one of the cupboards and that cupboards had been moved by RSA. They also raised concerns that the cupboards may be affected by the escape of water.

The evidence I've seen shows RSA arranged for moisture readings following the loss, which confirmed low moisture readings on the kitchen walls where cupboards are located. This was followed by drying works till around September 2023. I've also reviewed images of the kitchen following this and before the reinstatement works, and I can't see evidence to show likely damage to the kitchen cupboards.

So overall, I'm not persuaded there is likely damage to the kitchen cupboards from the escape of water. If Miss and Miss T are able to obtain evidence to show damage, they should send this directly to RSA for it to review.

As for the cupboards being moved and the smell, RSA offered to pay £25 to cover the cost to reposition the cupboards as needed, and £25 towards the cost of materials needed, so Miss and Miss T can follow the steps RSA advised, to address the smell. I've not seen evidence to persuade me the amounts RSA offered are insufficient. And given that the smell is likely due to residual dampness, I think the advice RSA provided to air the area out was fair and reasonable. So I won't ask it to do anything else.

RSA accepts its contractor should've taken the required steps to air out the kitchen, and because they likely didn't do so, I think this amounts to poor service, which would've caused some avoidable distress and inconvenience.

Downstairs flooring

I understand RSA carried out the flooring works to the ground floor of the property once the relevant flooring choices had been made by Miss and Miss T.

After Miss T1 raised concerns about these flooring works, I can see in July 2024, RSA asked for evidence such as photos so it could review and respond to these concerns. I can also see RSA chased Miss T1 for this twice. I've not seen evidence that Miss T1 sent this evidence to RSA. But despite this, in its complaint response, RSA agreed to address the issues with the installed flooring. I think this is fair, so I won't direct it to do anything more than this.

Bathroom flooring

I understand the bathroom flooring was removed as part of RSA's works. The evidence I've seen shows RSA was unable to complete the flooring works to this room, because Miss T1 hadn't chosen the flooring she wanted for it, from the options RSA provided.

In light of the above, RSA offered to either pay Miss T1 a cash settlement so she could arrange for this flooring as needed, or it would carry out the works itself. I think this was fair in the circumstances, and the evidence suggests RSA did pay a cash settlement, so I won't direct RSA to do anything more than this.

Bedroom

RSA's notes indicate the carpet on the first-floor bedroom was to be set aside, stored and refitted later. So I agree with Miss and Miss T that RSA (through its agents), likely did take the carpet out from the bedroom and leave it in the lounge room on the same floor.

RSA apologised to Miss T1 for this in July 2024. It agreed to review any quote she could provide to refit the carpet, so it could reimburse this cost. In its complaint response, despite not having received any quote at that time, RSA proactively offered Miss T1 a £50 payment so she could arrange for the carpet in that room to be re-laid. I've not seen sufficient evidence to show the amount RSA offered was not enough, so I won't direct RSA to do anything more.

I do think RSA acted unfairly in not re-laying the carpet in the room, as I've not seen evidence to show it was reasonable for RSA not to have done this. And I think this would've caused Miss T1 some avoidable distress and inconvenience.

Plinths

Miss T1 complained about the condition of the plinths RSA refitted. She said they were rotten and put back in that state by RSA.

I can see RSA requested evidence, such as photos, from Miss T1, in July 2024, and chased Miss T1 for this twice in the same month. But I can't see that Miss T1 provided this to RSA.

Despite this, RSA offered to reimburse Miss T1 the cost to replace the plinths or arrange the replacement itself. In the circumstances, I think RSA's offer is fair.

Oven

Miss T1 said her oven was not working following RSA's works.

RSA confirmed no works were undertaken to the oven, and no such works were included in the schedule of works either. I've not seen sufficient evidence to show that RSA's actions would likely have caused this damage, so on balance, I'm not persuaded that RSA, or its agents, caused damage to the oven.

But RSA offered to reimburse Miss T1 up to £250 towards the cost of a new oven. And in the circumstances, given that I'm not persuaded RSA caused the damage, I can't say RSA's offer is unfair. So I won't direct it to do anything more than this.

Cleaning

Miss and Miss T complained about the condition of the house following the works, including rubbish left outside the house.

RSA's notes indicate a builder's clean was carried out, as opposed to a deep clean. Its notes also indicate there were areas that were not cleaned, such as rooms where contents were moved to.

In light of the above, I think it's likely that RSA didn't clean the property to a reasonable standard following its works, in line with its responsibilities. But RSA upheld this aspect of Miss and Miss T's complaint and offered £50 towards the cost to hire a cleaner. I've not seen evidence to show this wouldn't have been sufficient, so I think RSA's offer was fair, and I won't direct it to do anything more than this.

On the matter of the rubbish outside the property, I can see RSA asked Miss T1 for photos of this and chased her for this twice in July 2024. I can't see that Miss T1 provided this, but RSA did still offer to remove the rubbish (and cement) from outside the property. And I think this was fair in the circumstances.

Fair additional compensation

I've explained above why I think RSA's offer to cover the cost of the items and issues listed above is fair.

I've also gone on to consider fair compensation for the impact of RSA's actions.

I understand RSA acknowledged the property would be uninhabitable for the duration of the main works and it provided AA in acknowledgement of this. I can see RSA also extended the AA and covered the extra costs when there were delays, likely due to the time taken in choosing materials for RSA to complete works. I think RSA therefore acted fairly in providing

AA and extending this as necessary, and I think this would've mitigated the impact of the claim on Miss and Miss T.

While I accept RSA acted unfairly in relation to the carpet and cleaning, I've not seen sufficient evidence to persuade me the property was uninhabitable at the point Miss T1 was asked to return, around June 2024. I say this because I consider the kitchen was still usable, there was another toilet within the property, and three other bedrooms.

I also don't consider RSA was at fault for the flooring in the bathroom not having been laid. In any case, I'm also not satisfied that the lack of flooring within the affected bedroom and bathroom would've rendered them entirely unusable.

I do think that RSA's actions would've caused some distress and inconvenience. But taking into consideration it responded fairly to address the points raised, I think its offer of an additional £100 compensation for the distress and inconvenience caused was fair and reasonable in the circumstances. So I won't direct it to do anything more than this.

Miss and Miss T want our service to uphold their complaint. But I would only do this in circumstances where I consider RSA responded unfairly to their complaint, and where I consider it needed to do more than it had offered to do. But for the reasons outlined above, I consider RSA acted fairly in upholding their complaint. So I won't be directing it to do anything else.

Miss and Miss T can contact RSA directly to discuss and agree what it offered in its complaint response. And if there are further issues following this, including any delays, they can raise this directly with RSA.

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 Miss T and Miss T to accept or reject my decision before 28 May 2025.

Monjur Alam
Ombudsman