

The complaint

Ms H complains that after making a claim on her home insurance policy, Royal & Sun Alliance Insurance Limited ('RSA') didn't cover all the damage she claimed for and caused more damage while carrying out repairs.

What happened

The events of this claim will be well known to both parties, so I'll only briefly summarise what happened here.

In August 2023 Ms H contacted RSA to make a claim on her home insurance policy. Ms H reported that her driveway and roof were damaged after being steam cleaned.

RSA appointed a surveyor who visited the property in August 2023. RSA decided to accept the claim under the accidental damage peril, and arranged for a scope of works to be completed.

On 13 October 2023, RSA contacted Ms H to confirm the scope of works was agreed, and a contractor would be appointed who would contact Ms H to arrange a date to carry out the repair work. However, the scope of work only included damage to the roof, and not to driveway.

Ms H complained to RSA about it not agreeing to cover damage to the driveway area and the quality of the repair work. RSA provided a final response to this complaint in May 2024. RSA upheld the complaint in part and said it accepted some damage had been caused to the roof by its contractor. So, it agreed reimburse Ms H the cost of rectifying these issues upon receipt of an estimate. It also agreed to pay Ms H £250 compensation for the distress and inconvenience caused by the issues it agreed it was responsible for to the roof.

However, RSA didn't think there was enough evidence to show other items were damaged either from the original incident or repair work. This included a roof membrane, gravel to the side of the property and a boiler flue. But it said it would consider these further if Ms H could provide more evidence, such as engineer reports. Ms H also complained that rodents had gotten into her home after the incident. And while RSA dealt with this through a claim on Ms H's home emergency cover, it didn't agree the rodent issue was linked to the damage to the roof from this claim.

Aside from the claim, RSA also removed the home emergency cover from Ms H's policy at her renewal and Ms H complained about this. RSA didn't uphold this saying that its

underwriters had decided to do this due to the number of home emergency claims Ms H had made.

Our investigator thought the complaint should be upheld in part. In summary, he said:

- RSA should have included the boiler flue and roof membrane in the scope of works because its surveyor had confirmed the initial incident had caused water ingress to the boiler and likely to the roof membrane.
- He acknowledged Ms H had now had the boiler replaced. But he didn't think there was enough evidence to show water ingress had made this necessary. So, he didn't think it was unreasonable RSA hadn't agreed to cover this.
- He thought the condition of the garden gate was likely due to wear and tear rather than damage from the incident. He also didn't think there was sufficient evidence to show guttering to the garage, paving, and the rear patio and gravel had been damaged from the incident.
- He acknowledged that RSA had dealt with a claim for the rodent issue on Ms H's home emergency policy, but he didn't think there was enough to say damage to the roof had led to this issue arising.
- He didn't think it was unreasonable for RSA to have removed the home emergency cover at the renewal as RSA had provided evidence to show it wouldn't have continued this cover for any other customer who'd made the number of claims Ms H had.
- It wasn't unreasonable for RSA not to have covered the claim for damage to the driveway. Although it said in the surveyor's report that sand had come out of the gaps in the driveway, this was an expected consequence of the washing of the driveway and a maintenance issue rather than something which the policy covered such as accidental or malicious damage.
- He thought that further compensation was warranted for the service RSA had provided as RSA could have been more proactive accepting the flue and membrane issues, RSA had placed an onus on Ms H to rectify issues, and Ms H had been suffering from health problems at the time of the claim which likely would have made matters more distressing for her.

To put things right, the investigator said RSA should cover the flue and roof membrane damage and pay Ms H a further £250 compensation, to bring the total to £500.

RSA didn't agree with the investigator's opinion. It said it hadn't seen the area of roof which had the reported damage to the boiler flue and roof membrane.

Ms H also didn't agree with the investigator's opinion as she still thought the remaining damage she had reported should be covered by her policy.

Because neither RSA nor Ms H agreed, the complaint was referred 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.

Having done so, I've decided to uphold this complaint in part. I'll explain why.

I should start by saying while I've read and considered everything Ms H and RSA have provided, I won't be commenting on every point made. I'll instead concentrate on what I

consider are the key points I need to think about for me to reach a fair and reasonable decision. This isn't meant as a discourtesy to either party, but instead reflects the informal nature of this Service.

I've begun by reviewing RSA's surveyor's report, and the report which accompanied the scope of works. Neither of these reports referred to any damage to the boiler flue or roof membrane.

However, a further inspection was carried out in April 2024 after Ms H complained about the quality of repairs and additional damage. This report said the actions of the contractor who'd carried out the steam clean had caused water ingress to the boiler, via the flue and 'in all probability' also caused damage to the roof membrane. But the report later goes on to say there is a possibility the hold in the roof membrane was historic.

I acknowledge RSA's comment that these parts of the roof weren't inspected. But the comments in this report suggest otherwise. RSA's scope of work should have included all the accidental damage which was caused by the contractor cleaning the roof, and given the report of 26 April 2024 linked the flue damage and membrane damage to this incident, RSA should have considered these two issues further at the time and either agreed to include them in the scope of work, or carry out further investigations if it wasn't satisfied on the cause. Ultimately, the likelihood seems to be from the comments in this report that the flue and membrane were damaged during the original incident, so I think RSA should cover the cost of putting these two issues right.

I've thought about whether RSA should also cover the cost of replacing the boiler. But I'm not persuaded there's enough to show it was damaged beyond repair due to the roof being cleaned.

Although I've read Ms H's comments about how the boiler was affected and looked at the photos, a service was carried out on the boiler on 2 January 2024, which stated that there was a leak from the flue and corrosion to the heat exchanger. But this service report also said the boiler was operating correctly and safely and that no safety warning or advice noticed had been given following the service. So, I don't think it aligns with the boiler needing to be replaced.

Ms H said the boiler was making a noise and she was told this was due to a corroded fan which would cost between £400 to £500 to put right. But I haven't seen any documentary evidence, such as a report from a gas engineer, which shows the boiler required replacement due to this damage, or any other damage which arose from the roof being cleaned. So, I don't think it's unfair that RSA didn't agree to cover the cost of the boiler replacement.

I've considered the evidence both parties have provided regarding the rodent issue. While I acknowledge Ms H says she hadn't experienced any issues before this claim with mice, I don't think I've seen enough to show that the mice problem likely was linked to the roof damage. There are various ways that rodents can potentially gain access into a property and I've seen no investigative reports which set out the likely point of entry. So, I don't think RSA's response to this part of the complaint was unfair.

RSA accepted there were some snagging issues with the roof from the repair work it carried out. Specifically, it agreed upon receipt of a quote to cover the cost of putting right twisted guttering at the right side of the property, an insufficient fall to the guttering at the rear left side of the property, and a protruding screw in the front eave.

However, Ms H says a ceiling, guttering to the garage, a gate, a patio and gravel were also

damaged from either the incident, or the repair work RSA carried out.

The issues Ms H reported were inspected by RSA's contractor on 25 April 2024 but weren't agreed as being connected to the claim. In summary, the report from this inspection said:

- There was no evidence the gravel was dirty or had a smell during the inspection.
- The damage to the back gate was due to wear and tear.
- The guttering to the garage wasn't in an area affected by the cause of the loss.
- The rear patio is approximately 40 years old, and its condition consistent with its age.

Other than Ms H's comments, I've seen nothing more showing the gravel was damaged from the incident. I think the photos show the condition of the patio and back gate are likely representative of their age and wear, rather than from being damaged, and I haven't seen anything more to show the guttering to the garage was affected from the incident which resulted in this claim. So, I'm not persuaded it was unfair for RSA not to cover the cost of these items.

I've considered Ms H's comments and looked at the photos of the ceiling. But I don't see any clear indication this ceiling has suffered water damage, nor have I seen any reports which show the ceiling has suffered water damage and that the cause is linked to this incident. So, I also don't think it was unfair RSA didn't include this in the claim.

I think that the sand between the driveway likely was disturbed/displaced due to the steam cleaning. But RSA said that wasn't an unexpected consequence of the cleaning and wasn't malicious or accidental damage, so it wouldn't be covered by the policy. I think that's reasonable. Unlike the damage to the roof, I think the displacement of the sand in the driveway was a reasonably foreseeable consequence of the cleaning process, and I don't think there's evidence showing the damage was caused maliciously either. So, I don't think it falls under any of the insured events the policy covers.

I've next thought about whether it was unfair for RSA to have removed the home emergency cover from Ms H's policy at her renewal. Whether to offer this cover or not to Ms H at her renewal was a commercial decision for RSA to make and it isn't my role to tell an insurer if it should or shouldn't offer a customer a renewal or on what terms. However, RSA should not have unfairly removed the cover by treating Ms H differently to how it would have treated another customer in the same circumstances.

RSA said the cover was removed due to the number of claims made under the home emergency section of the policy. RSA has provided confidential, business sensitive information which I can't share with Ms H. But having reviewed this, I'm satisfied it shows the home emergency cover was removed due to the number of claims Ms H had made over several years and that RSA would have taken the same action for another customer in the same circumstances. So, I don't think the home emergency cover was unfairly removed.

Lastly, I've considered the impact caused by the additional damage which RSA caused. The investigator recommended that RSA pay Ms H a further £250 compensation and I think that's reasonable and in line with our award levels. I think RSA could have done more to investigate the reported roof issues and could have avoided some distress and inconvenience to Ms H had it agreed to cover the flue and membrane issues.

I also recognise the additional inconvenience Ms H will be caused by having to arrange herself to have the flue and membrane issues resolved, which likely would have been avoided had these two issues being included in the original scope of work.

Putting things right

I require RSA to take the following actions:

- Subject to Ms H providing quotes if requested, cover the cost of putting right the boiler flue and roof membrane issue. If this is dealt with as a cash settlement, the cost should reflect the cost to Ms H of rectifying these issues and not what it would cost RSA for the work.
- If it has not done so already, subject to Ms H providing quotes if requested, cover the cost of putting right the front eave screw issue, twisted guttering issue, and guttering fall issue. If this is dealt with as a cash settlement, the cost should reflect the cost to Ms H or rectifying these issues and not what it would cost RSA for the work.
- If it has not done so already, pay Ms H the £250 compensation it agreed to pay in its final response, and pay Ms H a further £250 to bring the total compensation for this complaint to £500.

My final decision

My final decision is that I uphold this complaint in part, and I require Royal & Sun Alliance Insurance Limited to carry out what I've set out in the 'Putting things right' section of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 6 June 2025.

Daniel Tinkler
Ombudsman