

## **The complaint**

Mrs J and Mr J complain Royal & Sun Alliance Limited (RSA) declined to pay for a structural engineer report as part of the claim they made under their building insurance policy.

As Mr J has been leading in this complaint, and for ease, I've referred to him throughout.

## **What happened**

In April 2024 Mr J reported a claim under his building insurance policy following a third-party vehicle hitting his property. RSA arranged for a surveyor to attend Mr J's property. Following the surveyor visit RSA offered a settlement for repairs of around £13,000 including VAT. Mr J said he had arranged for a structural engineer to attend his property and they had recommended the interior and exterior walls were removed to assess whether there was further damage.

RSA arranged for a loss adjustor to attend Mr J's property to review this. The loss adjustor said it wasn't necessary for a structural engineer report to be completed. They also said there were items included in the original surveyor's report which didn't require replacing as they weren't damaged. RSA told Mr J the repair costs, including VAT were around £4,000 and asked Mr J to obtain an estimate so they could proceed with the claim. Mr J was unhappy a structural engineer report hadn't been agreed and so raised a complaint.

On 12 July 2024 RSA issued Mr J with a final response to his complaint. It said there were items on the original report from the surveyor that weren't necessary and so these were removed and a revised offer for repairs was made. It said its loss adjustor had said a structural engineer report wasn't necessary and so it didn't believe this was required. Mr J didn't think this was reasonable and so referred his complaint to this Service. He also arranged for a structural engineer report to be carried out and provided a copy of this report to this Service.

Our investigator looked into things. He said he thought the cash settlement RSA had offered was reasonable in line with the terms of Mr J's policy. He said he didn't think there was evidence the report and settlement were incorrect at the time RSA made its offer. He said if Mr J decided to move forward with the claim and was able to evidence a structural engineer report was required, or further work was needed, he should provide this to RSA. He said he thought RSA had failed to manage Mr J's expectations as it had originally provided an incorrect quote for repairs. He said he thought RSA should pay £150 compensation.

RSA accepted our investigator's findings but Mr J didn't agree. He said he had provided evidence that a structural engineer report was required, and the £150 compensation wasn't reasonable to acknowledge the distress and inconvenience caused.

I issued a provisional decision on this complaint and I said:

*'I want to acknowledge I've summarised Mr J's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy*

*by this, but it simply reflects the informal nature of this Service. I assure Mr J and RSA I've read and considered everything that's been provided.*

*The terms of Mr J's policy explain RSA will pay for the cost of work carried out in repairing or replacing the damaged parts of Mr J's buildings and agreed fees and related costs.*

*The surveyor who initially attended Mr J's property said the cost of repairs would be around £13,000 including VAT. However the loss adjustor who later attended Mr J's property said the surveyor had included items which didn't need replacing, such as windows, and the cost of the repairs would actually be around £4,000 including VAT. RSA asked Mr J to obtain an estimate for repairs so it could proceed with his claim.*

*I think it's reasonable for RSA to rely on the report provided by its loss adjustor when deciding what repairs to Mr J's property are necessary. The report from the loss adjustor was detailed, and explained there were items on the surveyor's original report that weren't necessary such as replacement doors and windows. I think it was reasonable RSA acknowledged the difference in quotations between the original surveyor and the loss adjustor and asked Mr J to provide his own estimate for repairs so it could proceed with the claim.*

*Mr J has said given the damage to his property, a structural engineer report should have been arranged to consider whether structural damage had been caused and further repairs were necessary. RSA have said the loss adjustor has said a structural engineer's report wasn't required and so it didn't agree to the cost of a report. I can see from the loss adjustor's report that they have said a structural engineer wasn't necessary.*

*I think it was reasonable for RSA to rely on the opinion of the loss adjustor when deciding whether a structural engineer report was necessary. The loss adjustor has expertise in this field and so their opinion is particularly persuasive. Whilst Mr J had provided a quotation from the structural engineer, this quotation outlined the work the engineer would be carrying out, rather than confirming the necessity for the report to be completed.*

*Mr J has arranged and paid for a structural engineer report and provided this Service a copy of this report. He says this report shows it was necessary for this to be carried out from the beginning.*

*This Service provided a copy of this report to RSA to ask for its comments. RSA's loss adjustor has reviewed the report and said:*

*'My original site notes cover this and the information presented in the engineers report. They have also agreed and confirmed there are no structural issues noted, in their report.*

*The only additional information they have provided is that the timber kit and the bottom has moved some 15mm, again this is covered off in my original report – subject to any opening up works to establish.*

*Again, same in respect of no damage to doors and windows from their inspection, and may be subject to re-fitting to facilitate repairs ect – as noted originally.'*

*Having reviewed the loss adjustor's report, the structural engineer report and the*

*comments from the loss adjustor, I'm not persuaded it's been shown a structural engineer report was necessary. The structural engineer report has confirmed that the structural damage is confined to the pier between the hallway window and the replacement patio door. The loss adjustor's report says there doesn't appear to be any indication to show there has been damage to the internal cavity, but once this has been opened externally, it should be evident. And so, this suggests the damage identified by the structural engineer would have been identified during the repairs the loss adjustor has said were required. I've not seen persuasive evidence the structural engineer report has identified damage to Mr J's property which wouldn't have otherwise been identified during the authorised repair.*

*As I'm not persuaded the evidence Mr J has provided demonstrates a structural engineer report was necessary, I don't require RSA to reimburse Mr J for the structural engineer report he has paid for. I can see RSA made Mr J aware it didn't believe a structural engineer report was required and so wouldn't be reimbursing this should Mr J pay for one himself.*

*I think Mr J has been caused some distress by the way RSA have handled his claim. RSA have acknowledged the surveyor who originally attended Mr J's property has included repairs which weren't necessary and so it would have been distressing for Mr J when the cost of repairs reduced so drastically following the loss adjustor's visit. I think RSA have provided Mr J with a reasonable explanation why the cost of repairs had reduced, and have given Mr J the opportunity to provide an estimate for repairs. And so, taking this all into consideration I think £150 compensation is reasonable to acknowledge the distress and inconvenience caused to Mr J by RSA's error.'*

Mr J didn't respond to my provisional decision. RSA accepted it.

### **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.

As neither party has given me anything further to think about, I see no reason to reach a different conclusion to the one I reached before. So, I uphold this complaint for the reasons I set out in my provisional decision.

### **My final decision**

For the reasons I've outlined above, I uphold Mrs J and Mr J's complaint about Royal & Sun Alliance Limited. I require it to pay Mrs J and Mr J £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J and Mr J to accept or reject my decision before 23 May 2025.

Andrew Clarke  
**Ombudsman**