

## **The complaint**

Mr K complains about Royal & Sun Alliance Insurance Limited ("RSA")'s handling of his buildings insurance claim.

All references to RSA also include its appointed agents.

## **What happened**

Below is intended to be a summary of the events that form this complaint and therefore isn't a full timeline or list of everything that has happened. My findings focus on events up to RSA's final response issued in September 2024.

- Mr K made a claim in January 2024 after an attempted break in at his home. He reported there was damage to a window, external security lights and his CCTV system.
- RSA asked Mr K to provide quotes for repair works. Mr K provided a quote of around £6,696 in January 2024.
- RSA appointed a loss adjuster to validate the costs, they attended the property in February 2024, quoting around £5,550 for repairs. RSA and Mr K agreed on a settlement of £4,625 (minus VAT).
- Mr K then submitted a further quote for repairs to his CCTV system. However, in March 2024 he informed RSA that a part of his garden would need to be dug up in order to replace damaged wires. Mr K said he struggled to find contractors that were willing to take this work on, and his neighbour had objected to a digger being used due to the risk of damaging roots of a tree in their property. Because of this Mr K submitted a subsequent quote of £8,495 for this work to be dug out by hand.
- RSA asked for more information regarding this, including an itemised quote for the cost of the work and details about the boundary and ownership of the land around the property. RSA also enquired about alternatives such as wireless CCTV, but Mr K had concerns this would not be suitable due to the wireless connectivity range and the length of his garden. He wanted a wired system as it was safer.
- In April 2024 there was another attempted break in at Mr K's property. Mr K notified RSA but didn't make a claim for the damage. However, he did reiterate he wanted to resolve the claim as soon as possible to restore security.
- RSA subsequently agreed payments for the digging and, repairs to the windows and CCTV system.
- Mr K continued to experience objections from his neighbour, and had queried alternative locations for the wiring, such as around the walls of the property. RSA confirmed while Mr K could use the settlement to contribute to this if he wished, it would make no further payments. It also confirmed it did not have a contractor it could provide that could carry out the alternative.
- Further issues were explored, and RSA attended the property again in May 2024. They inspected the areas where wiring would be required for a new CCTV system and drew up a scope of works (SOW) which it provided to Mr K for him to obtain quotes.

- Mr K submitted a quote of £36,000. He said he had been unable to find a contractor that would do the works, other his own company. He said there were items missing from the SOW. RSA said it would need to investigate further to see if the costs provided by Mr K were accurate.
- Following this Mr K contacted RSA to suggest another alternative, he said the neighbour disputing the works would be willing to sell him the land in the disputed area for around £11,500. He said this would settle the claim in full.
- RSA asked to review documentation regarding this and appointed an expert to review the claim – including a forensic electrician. Both attended the property in June 2024.
- In July 2024 Mr K requested to withdraw the additional claim for the land costs due to the time RSA was taking to deal with the matter.
- RSA had asked Mr K to attend an online interview in July 2024 to discuss his claim, but this was subsequently cancelled. Mr K said he had done so for medical reasons which would have made it difficult for him to provide answers.
- RSA then sent its queries by email to Mr K to which he provided responses.
- In August 2024, RSA informed Mr K it was declining the claim. It told Mr K his policy contained a specific fraud condition and felt Mr K has breached this by not honestly presenting his claim.
- RSA informed Mr K it had avoided his policy from January 2024. It also informed Mr K that he must repay the settlement amounts it had previously paid.
- Mr K was unhappy with this and raised a complaint with RSA. In its final response, RSA maintained that its decision to decline the claim and avoid the policy had been correct. It said having reviewed everything, it felt Mr K had exaggerated the claim and its Forensic Electrician had disagreed with the work needed to repair the damaged wiring. It said due to Mr K's qualifications, they didn't feel he had provided factual information. It also noted Mr K had failed to attend an interview when requested or provide evidence it requested – such as bank statements. It said it was recovering claim costs from Mr K, including the cost of the forensic electrician's report.
- Mr K was unhappy with RSA's response, so he brought his complaint to our service.

### *Our investigator's view*

Our investigator didn't recommend the complaint be upheld. They said having reviewed the information available, RSA had acted fairly in applying the policy term. They said RSA were entitled to rely on the opinions of experts - and while Mr K had provided his own evidence from contractors about the type of work required, these did not explain why the course of action was necessary and so were not persuasive.

They said RSA had given Mr K opportunities to provide further evidence and explanations to support his claim, but he hadn't provided them. So they didn't agree they acted unfairly or outside of the terms of the policy or in concluding the claim had not been honestly presented.

They also explained RSA had avoided the policy and so hadn't acted unreasonably in asking Mr K to repay the claim settlement.

Mr K didn't agree with our investigator's view of the complaint. He's provided further comments to our investigator. He reiterated his complaint points, particularly highlighting that he didn't agree with RSA's opinion that wiring for the security system didn't require replacing. He said RSA's suggested course of action does not comply with British Standards and contradicts Health and Safety standards. Mr K provided a letter from a contractor which says

it found the wiring unfit for purpose when they tested it – providing readings it said was below accepted standards.

Our investigator considered this. They explained RSA's forensic electrician had made several findings in relation to the claim, including if the cable needed to be replaced and if so, how it could be carried out. They said they hadn't seen any information that contradicted the forensic electrician's findings. So, their opinion remained unchanged

Mr K disagreed and the matter has now 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.

I understand Mr K feels strongly about what has happened. He's provided several comments and submissions to support his complaint, including providing further comments to our investigator. I want to assure him I've carefully considered everything he has said.

However, my findings focus on what I consider to be the central issues of complaint, and not all the points raised. This isn't meant as a discourtesy. The purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by Mr K and by RSA to reach what I think is a fair and reasonable decision based on the facts of the case.

Having done so, I do not uphold the complaint for these reasons:

- RSA have relied on a term in its policy that says where exaggeration of a claim is detected, claims will not be paid, the policy may be rendered invalid, and it might take other actions consistent with its legal rights.
- It's not my role here to determine whether RSA have proven fraud beyond all reasonable doubt, that is the criminal standard. My role here is to determine whether RSA have acted fairly and reasonably in applying the term and taking the action it has in relation to the policy and the claim.
- I acknowledge Mr K's dispute about the wiring and RSA's proposal about how it could be reinstalled. But while Mr K has provided a quote and a letter from a contractor, this doesn't set out why the cables needed replacing (i.e. why they weren't fit for purpose or what standard the readings should have met). Additionally, it doesn't set out why they would be unsafe if installed in the way RSA has suggested and what relevant regulations it would be in breach of if it did. So, I'm not persuaded by this.
- It is important to note this isn't the only concern RSA raised. I understand RSA have not provided the report from its forensic electrician to Mr K as it contains commercially sensitive information. However, I can confirm I have seen this report.
- Aside from the issue with the wiring, the report concluded that it was not necessary to excavate the garden, remove decking or undertake extensive building works to reinstate the security system – as Mr K had suggested. I can see RSA also highlighted these concerns to Mr K in its correspondence.
- RSA also raised other concerns such as Mr K providing quotes from his own company for work that wouldn't be required, and that due to his qualifications, should have been reasonably aware of the requirements needed to repair the security system.

- Given the difference in its opinion of the work required, I don't think RSA acted unreasonably in asking Mr K to provide further information from a different supplier in support of the claim. Mr K did so but it doesn't set out why the course of action Mr K said was required was necessary.
- RSA also raised concerns about the offer of the land being sold to Mr K by his neighbour and why the soakaway and drainage system in the garden would need to be removed for cables to be replaced. But I can't see these were responded to by Mr K.
- From what I've seen, I can't agree RSA acted unfairly in concluding the claim has not been presented honestly. They've also given Mr K opportunities to provide further evidence and explanations in support of his claim, but these haven't been provided.
- Ultimately, RSA is entitled to rely on the opinions of its experts. The forensic electrician's report is detailed, with explanations of its conclusions and why it feels the claim has been exaggerated. I haven't seen any information such as reports or investigations from an expert that persuades me RSA's forensic electrician's conclusions are obviously wrong. So therefore, I don't think it has acted unfairly in applying the term that it has.
- I can see Mr K has raised concerns about RSA seeking him to repay the claim settlements it had previously made. I understand RSA has set out its reasoning for doing this after applying the policy term to decline the claim and avoid the policy. Having reviewed matters I can't see anything that persuades me it has acted unfairly here, and I'm satisfied the policy terms allow it to take such action.

### **My final decision**

My final decision is that I do not uphold Mr K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 4 June 2025.

Michael Baronti  
**Ombudsman**