

The complaint

Ms D1 and Ms D2 complain Royal & Sun Alliance Insurance Limited (RSA) have caused damage to their flooring following a claim under their home insurance policy.

This complaint has been bought by both Ms D1 and Ms D2, but as Ms D1 is the policyholder, and for ease, I've referred to her throughout.

What happened

The circumstances of this complaint will be well known to all parties and so I've summarised events. In 2022 Ms D1 reported a claim under her home insurance policy provided by RSA after she noticed damage to her property she believed was caused by subsidence.

Miss D1 was unhappy with the way her claim was handled and so raised a complaint. In February 2023 RSA issued Ms D1 with a final response to her complaint and paid £300 compensation.

RSA arranged to take soil samples from Ms D1's property and so lifted part of Ms D1's flooring. In March 2023 Ms D1 spoke with RSA to say she wasn't happy with the way her flooring had been placed back down. She subsequently raised a complaint about this, the fact her claim had been declined and the way her claim had been handled.

On 12 October 2023 RSA issued Ms D1 with a final response to her complaint. It said it would be conducting six months of crack monitoring at her property, and would review her flooring following this monitoring. It acknowledged it hadn't handled Ms D1's claim as it should have done and so agreed to pay compensation. This complaint is in relation to the events which occurred following this.

Ms D1 was unhappy the issue with her flooring hadn't been resolved and raised a further complaint. On 22 August 2024 RSA issued Ms D1 with a final response to her complaint. It said it accepted the damage to Ms D1's flooring needed to be rectified, and it was willing to offer a cash settlement to avoid further intrusion into Ms D1's property. However, it said it would need its contractors to visit to inspect the work required. It acknowledged its communication had been poor, and the issue with Ms D1's flooring had been left unresolved for some time and so paid £500 compensation.

Ms D1 referred her complaint to this Service. She said RSA should replace the flooring in its entirety and she wasn't happy for RSA to return to her property due to the previous issues she had experienced.

Our investigator looked into things. He said he thought it was reasonable for RSA to carry out temporary repairs to Ms D1's flooring whilst the claim was ongoing. He also said he didn't think RSA's request to visit Ms D1's property to inspect the flooring was an unreasonable one. He said he thought the compensation RSA had paid was reasonable in the circumstances.

Ms D1 asked for an ombudsman to review her complaint. She said she didn't think the

compensation that had been paid for the distress and inconvenience caused was reasonable.

As Ms D1 has asked for an ombudsman to decide her complaint, it has 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.

I want to acknowledge I've summarised Ms D1's complaint in less detail than she's presented it. I've not commented on every point she 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 Ms D1 and RSA I've read and considered everything that's been provided.

I also want to be clear what I've considered as part of this decision. I've considered the actions of RSA following its final response of 12 October 2023 until its final response of 22 August 2024.

RSA have accepted Ms D1's flooring needs to be rectified. And given Ms D1 doesn't want further disruption to her property, it is willing to offer a cash settlement for this. However, it has said its contractors will need to visit Ms D1's property to properly inspect the flooring before being able to offer a settlement. So, what I need to decide is whether RSA's request for its contractor to visit Ms D1's property is a reasonable one.

Based on the evidence provided I think its reasonable for RSA to request a visit to Ms D1's property before being able to offer a cash settlement. I acknowledge Ms D1 has provided some photographs of her flooring, but I don't think it's unreasonable for RSA to need to visit Ms D1's property in person to inspect the current condition of Ms D1's flooring before agreeing a settlement for repair or replacement.

I acknowledge Ms D1's concerns about the upheaval of a visit to her property, particularly given her health. Whilst I understand it is inconvenient for Ms D1 to have to accommodate a further visit to her property, I think its fair for RSA to be given the opportunity to do so before being able to offer a fair settlement.

RSA have acknowledged it hasn't handled Ms D1's claim as it should have done. It has said its communication with Ms D1 has been poor and the issue with her flooring has been left unresolved for some time. It has paid Ms D1 £500 compensation and so I've considered whether this is reasonable to acknowledge the impact to Ms D1.

I think Ms D1 would have always likely experienced some distress and inconvenience given the nature of having to submit a claim under her home insurance policy, even if everything had gone smoothly. However, I think the way RSA have handled the issue with Ms D1's flooring has caused her additional distress and unnecessary inconvenience. Ms D1 has been left with flooring in a condition she is unhappy with for a considerable length of time and has had to spend unnecessary time chasing RSA to have this rectified. However, I've also taken into consideration that the condition of Ms D1's flooring hasn't left her property unsafe or inhabitable.

Taking everything into consideration I think the £500 compensation RSA have paid to acknowledge the impact its errors have had on Ms D1 is reasonable in the circumstances. I think an award of this amount is reasonable in situations where a business's errors have

caused considerable distress over a prolonged period which I think is the case here.

My final decision

For the reasons I've outlined above I don't uphold Ms D and Ms D's complaint about Royal & Sun Alliance Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D and Ms D to accept or reject my decision before 15 August 2025.

Andrew Clarke
Ombudsman