

The complaint

Mrs O complains that Royal & Sun Alliance Insurance Limited have delayed in dealing with her claim and provided poor service following an escape of water.

What happened

Mrs O held buildings and contents insurance with RSA.

In October 2023 she made a claim following an escape of water which affected her bathroom, kitchen, hall, stairs and landing.

There were problems with the first contractor that RSA appointed and in July 2024 a new contractor took over and a new scope was drawn up.

Work was scheduled to start on the bathroom on 27 August 2024, but this was delayed, and Mrs O made a complaint about the delay, communication and paying the excess. Mrs O also queried when the work would start on the other areas of her home. The complaint wasn't upheld.

Mrs O then queried why the downstairs bathroom wasn't included in the scope of works and raised a further complaint about the conflicting information about this, and the quality of the work in the bathroom. There were also issues with the kitchen pod. She felt she was being discriminated against, and that she was not being respected and listened to. She also explained the impact on her disabled adult son who lived with her.

RSA upheld this second complaint in respect of the outstanding work and agreed to waive the £350 excess as recompense.

In a final complaint, Mrs O said she was unhappy with the delay in her washing machine being fitted back into the kitchen and fixed, and RSA upheld this and awarded £150 compensation.

Mrs O remained unhappy with RSA's responses and so she brought her complaint to us.

One of our investigators looked into the complaints and she thought that RSA could do more. She asked RSA to pay an additional £200 compensation and arrange for an inspection of the downstairs bathroom work with a view to completing outstanding work.

Mrs O disagreed with our investigators view, and so the case has come to me to review.

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 have to decide whether RSA have acted fairly and reasonably in dealing with Mrs O's claim, and if they haven't, what the impact was on Mrs O, and what is needed to put things right.

I have read through Mrs O's additional comments which were provided following the investigator's view and noted her disagreement with some of the investigator's findings. However, having considered it all, I'm upholding Mrs O's complaint and recommending the increase in compensation and additional works in line with the investigator's findings, for broadly the same reasons which I have explained below.

It's important to understand that I'm only looking at the issues that arose between 14 August 2024 and 15 November 2024, which includes the issues from the final response letters dated 19 September 2024, 8 November 2024 and 15 November 2024. And so, my consideration of what compensation is appropriate is limited to that three-month period. I understand that Mrs O has ongoing concerns with the claim, but these would need to be the subject of a separate complaint.

Delays

I can see that the rectification work was due to start on Mrs O's bathroom in August, but it was delayed because Mrs O chose some tiles which RSA said were not like for like. A dispute arose, and so the work couldn't begin on the specified date. Mrs O subsequently chose some different tiles on 6 September and work started on 19 September. I don't think that the delay here was caused by RSA as material choices have to be finalised before work starts but I do understand the frustration this will have caused.

The kitchen work was scoped in July 2024 but was then delayed as the fitter was away for three weeks and RSA needed him to provide quotes. RSA were unable to use a different contractor as there had been issues with other contractors working on this claim, and Mrs O didn't want to use her own contractors, which is understandable. Mrs O has disputed the reason for the delay here as she was given different information by the fitter, but either way, there was a short delay which I've taken into account in my overall thoughts about compensation.

The kitchen work was initially scheduled to be completed by 21 November, but additional work was found to be needed including rewiring and plastering which had to be completed first. Given that strip out had taken place previously and the work had been scoped in July, it's not clear why these issues weren't picked up before, and so I can understand Mrs O's disappointment that work took longer – and I think that RSA could have handled this better given the ongoing difficulties with the claim. As Mrs O has a disabled adult son living with her, the impact of delays is more difficult to manage.

The delay in fixing the washing machine back was around one month, from it being disconnected on 4 October to being reinstated on 13 November 2024. We would normally look at this from the perspective of the inconvenience of having to use a laundry facility for that time, and I think £150 for that period is fair.

Communication

Claims of this nature can take some time to resolve, and when a consumer has others living in the house, especially those with additional needs, it is important to ensure that repairs are progressed as quickly as possible, and that the consumer is updated where there are delays and issues.

During the course of this claim there were times when the communication from RSA fell below the level we would expect because information wasn't provided in a timely manner or was conflicting. In particular, in the period I am considering, RSA didn't always provide the right information or explain why there were delays when asked about start dates and time scales. If they had done so, Mrs O would have been able to better manage the situation, and I can understand this put additional pressure on her.

Mrs O has also said that some of the communication was threatening, bullying and intimidating. I've reviewed the communication with RSA, and whilst I don't agree with Mrs O about this, I do agree with the investigator that some of the communication fell short of what we would expect as it was brief and not fully answering concerns or taking account of the additional difficulties that Mrs O faced because of her son.

I do think that RSA answered the queries in respect of the excess properly and explained to Mrs O the reasons why it was due, and I note that Mrs O has commented that she has never disputed it was payable, but that communication around the amount was unclear. Having seen the communication, I don't agree that this was unclear.

And so, I've taken into account the poor communication that I have accepted above in considering the distress and inconvenience award below.

The dispute over the downstairs bathroom

The original scope from 2023 included work to the kitchen, downstairs bathroom, hallway, stairs and landing.

In the December 2023 scope, the work in the downstairs bathroom is scoped as, removal and electrical testing of the light and switch, glossing of the woodwork and removal of the sink and toilet to allow for the decoration works.

In the July 2024 inspection it was evident that the decoration works had been undertaken by the contractor, but the light remained disconnected and so it wasn't clear if the electrical testing has been completed. As work in the downstairs bathroom was clearly part of the original scope, I think that RSA should now inspect the downstairs bathroom, complete the electrical testing and resolve any issues identified.

Racial discrimination

Mrs O has said that she feels RSA and their suppliers have colluded when dealing with her claim, and as a result, she feels they've discriminated against due to her race. It's important to note it's not for our service to make a legal finding that a business's actions are tantamount to race discrimination – the Equality Act 2010 makes clear that this is exclusively a matter for the courts. However, as part of our investigation we do take the law, best practice and industry guidance into account, so we can make a finding on whether we think a customer has been treated fairly and reasonably.

I've considered the communications between Mrs O, RSA and their suppliers, and their files and notes relating to the claim and complaints.

I've noted above how I don't think that the communication has always been as empathetic or as Mrs O would have liked - and I don't think this was unreasonable given her personal circumstances - but I can't see any evidence that this was down to anything other than poor claim handling. I also haven't seen evidence of RSA having treated Mrs O any differently to other customers in the same circumstances.

Mrs O has said that she felt pressured to have her kitchen items returned from storage, but I don't think this was unreasonable given that the work was due to start.

So, having thought about this, and taking into account Mrs O's comments about how she felt, I can understand why she says she feels discriminated against, but I haven't seen any evidence of this. I have, however, recognised the poor communication, and claim handling, and I've taken this into account in considering the compensation I think is appropriate.

Distress and inconvenience

Although I'm only looking at a relatively small period in the overall timeline of the claim, the impact of the poor claim handling is cumulative, and so by August 2024 relations between RSA and Mrs O were already difficult, and so it's understandable that further issues impacted her more. She has explained the impact on her mental health, and how the impact of uncertainty over what was happening affected her disabled son, and in turn her ability to care for him. The uncertainty and confusion has led to changes in his behaviour which she has had to manage.

In recognition of this RSA have waived the £350 excess and awarded a further £150. However, I agree with the investigator that this doesn't fairly reflect the level of distress and inconvenience experienced by Mrs O during this time, and so I'm recommending a further £200 in line with the investigators view to uplift the compensation for that period to £700, taking into account the additional impact on Mrs O.

I understand Mrs O's point that the excess may be recoverable from the third party, and if so, she then wouldn't have "received" that £350 as part of her compensation, but RSA are not obliged to recover losses from a third party, and in this case they have confirmed that they will not be doing so, so it would have been otherwise payable by Mr O.

Putting things right

In order to put things right, RSA should:

- Pay Mrs O a further £200 by way of compensation for the distress and inconvenience they caused during this part of her claim.
- Reinspect the downstairs bathroom and arrange the necessary repairs to the light and switch, as outlined in the initial scope of works.

My final decision

My decision is that I'm upholding Mrs O's complaint and directing Royal & Sun Alliance Insurance Limited put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 14 July 2025.

Joanne Ward
Ombudsman