

## **The complaint**

Ms G complains that Royal & Sun Alliance Insurance Limited (RSA) has unfairly recorded a claim made on her buildings insurance policy. She also feels it has failed to reimburse her costs which she incurred because of how the claim was handled.

## **What happened**

The background to this complaint is well known to both sides, so I'll focus on what I think is relevant to the complaint and my findings.

In October 2023, Ms G notified RSA of concerns about cracks at her property. RSA instructed a surveyor to attend the property and assess the damage and likely cause of this and they attended the property on 13 November 2023. Ms G said when the property was inspected, the surveyor said they suspected the cracks to be the result of thermal movement.

The report was completed on 15 November but Ms G did not receive this at the time. It later became apparent her email address had been recorded incorrectly which resulted in information and updates not being received. The report said it felt there was possible subsidence at the property and when Ms G had received this, she disputed what was said and asked RSA to arrange an independent survey.

In May 2024, Ms G complained to RSA about how it had handled and recorded the details of her claim and it sent a final response on the complaint on 12 July 2024. This complaint was brought to this Service by Ms G and I issued a decision on this in October 2024, considering the complaint points raised at this point.

After RSA sent its final response in July 2024, Ms G instructed her own independent report with a chartered structural engineer. This report contradicted the findings of RSA and its report completed in November 2023. On receipt of this report, RSA changed its position on the claim and whether the property had been damaged as a result of subsidence.

Ms G made a further complaint to RSA in August which focused on a number of things relating to the change in its position and how RSA should handle this. She didn't think RSA had acted fairly with how the claim was recorded and she believed it should remove the record of this. She also felt it should reimburse her the money she spent on the independent report she had instructed.

RSA sent a final response to Ms G on 24 September 2024. It said Ms G had made the decision to have an independent report completed and this wasn't something it had asked for. The information it had asked for had not been provided. As a result, it didn't agree it was right to refund the fees Ms G had paid.

It explained it had updated how the claim was recorded, from Subsidence, to Accidental Damage. It said because a claim was made and it had sent out a surveyor to assess this, it didn't think it was right to record no claim. But it did record it as being closed with no payment made. However, it said it could have provided Ms G with its updated position on

this sooner. There was a delay of around two weeks between it receiving the report from Ms G and it confirming it had changed how the claim was recorded. To recognise this, RSA made a payment of £100 to Ms G for any additional distress added.

Our investigator looked at this complaint and didn't think RSA needed to do anything else. They agreed that it didn't need to refund the cost of the fees paid by Ms G and felt the recording of the claim now was fair and reasonable. For the delay in the claim decision being updated, they felt the award of £100 was fair and inline with an award this Service would make.

Ms G disagreed with the assessment, but didn't provide any additional comments as to why. As a result, the complaint was referred for decision.

### **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've decided not to uphold this complaint, for much the same reasons as our investigator. I know Ms G will be disappointed by this, but I'll explain why I think RSA has fairly recorded the claim and refused to reimburse Ms G what she spent when instructing her own independent survey report.

I issued a decision on Ms G's first complaint brought to this Service. In that complaint, I focused on the events up until RSA's final response issued on 12 July 2024 and this was made clear in the decision. This complaint now brought, considers the issues I said couldn't be included within the previous complaint and what RSA said in its later final response of 24 September 2024. While I won't be considering any of the complaint points already dealt with again, I may refer for context to some of the things that happened previously.

#### *Should RSA reimburse Ms G the costs incurred with the independent surveyor report*

When the claim was first made, RSA's surveyor's report said it felt the cause of the damage was likely due to subsidence. There were delays in Ms G being notified of this and from March 2024, RSA asked for some additional information in reference to the pre-survey reports Ms G had for the property. The delays and poor communication with RSA and Ms G were dealt with in the previous complaint, but are relevant background here.

RSA asked Ms G for information it felt was relevant to the claim that had been made. As the insurer, it is entitled to seek information from the insured to help determine the loss and validate the claim but Ms G didn't provide this information. In the absence of this, it cannot be determined whether, if provided, would RSA have changed its position on the damage and cause of this.

Instead of providing RSA with the information asked for, Ms G appointed her own surveyor to complete an assessment of the damage, providing an opinion on the likely cause of this. This contradicted the earlier assessment of RSA's surveyor and on receipt of this report, RSA changed how the claim was recorded.

RSA has said it doesn't think it is fair that it covers the cost of Ms G's report when this is something she elected to do herself. And this was after she had failed to provide the information it was asking for. I agree that it would be unfair to ask RSA to cover this cost. I understand that Ms G had concerns with RSA and how it was recording the claim and the delays with information being received from it previously will have impacted her trust. But when she didn't give it the chance to review the information it has asked for, it wouldn't be

fair to ask it to reimburse the cost of the report she had completed. So, I don't think RSA has acted unfairly when declining to cover this cost.

#### *Has the claim been recorded fairly*

As I've explained, a claim was raised by Ms G when she noticed damage to her property and as a starting point, I think it is fair to expect that this is recorded. The claim history should be a true and accurate reflection of what has happened and to remove any record of a claim would result in an untrue reflection of the past events.

Ms G didn't agree the damage to her property was caused by subsidence and having this removed from the claim history is something that would be needed if it can be shown this isn't the cause of the damage. When RSA was provided with information from Ms G, it took this into consideration and amended its claim decision. In doing so, I think it acted fairly and reasonably.

To remove the claim in its entirety would not be fair. While RSA has agreed to say the damage is not subsidence related, a claim was made for damage to the property and I don't think it acted unreasonably when it recorded this as Accidental Damage. This is defined in the policy as:

*"Visible damage which has not been caused on purpose."*

Ms G noticed the damage and made the claim with the expectation that RSA would be able to cover the repair and she's not indicated the damage was caused on purpose. RSA has amended the claim record to show the claim as closed with no payment made, which is correct, and I think it's fair to record this as Accidental Damage as there is visible damage which has not been caused on purpose.

RSA accepted that after Ms G provided it with a copy of her surveyor's report, that it could have provided a claim decision sooner than it did. It paid £100 to recognise any additional distress added with the two-week delay in this decision being made.

When the issue had been ongoing for as long as it had prior to this, it is understandable why Ms G, on producing information she felt was relevant, expected that RSA could update its position on this quickly. When this was delayed, it added frustration that could have been avoided. But I feel £100 in recognition of this is fair and reasonable and I don't think RSA needs to go further than it has here with the award made.

Overall, I've not seen anything to show that RSA has acted unfairly with the claim decision made. And I think the steps it took to address the delay in it reaching this amended claim decision are fair and reasonable.

#### **My final decision**

For the reasons I've explained above, I do not uphold Ms G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 10 July 2025.

Thomas Brissenden  
**Ombudsman**