

## **The complaint**

Mr H is unhappy that Royal & Sun Alliance Insurance Ltd (“RSA”) didn’t attend to his home emergency claim, and he is unhappy that his buildings and contents premium has gone up.

When I refer to what Mr H or RSA said or did, it should be taken to include things said or done on their behalf.

## **What happened**

The background to this complaint is well-known to both parties, so I’ve summarised what I think are the key events.

Mr H had contents and buildings insurance, including optional home emergency cover, all of which were underwritten by RSA. Mr H raised two complaints with RSA.

### **Complaint 1 - Home emergency**

Mr H claimed under the policy when his boiler leaked and the water damaged his ceiling. Although RSA said it would send an engineer, Mr H became concerned about the ongoing damage and arranged a repair himself.

Mr H complained to RSA. He was unhappy that RSA had sent automated messages rather than having a person handling his claim, and he felt let down by RSA’s failure to respond promptly after being told he was vulnerable and couldn’t turn off the water himself. Mr H asked RSA to pay £200, which was the amount he’d paid for the emergency plumber.

On 17 January 2025, RSA issued a final response. It said it had tried to find an engineer and the messages were automated updates to keep him informed. RSA said Mr H cancelled the claim less than two hours after reporting the emergency, which was still within its service agreement with the home emergency team. Therefore, RSA didn’t uphold Mr H’s complaint.

### **Complaint 2 – Premium increase**

Mr H also complained to RSA that his buildings and contents insurance renewal premium had increased by over 60% and he thought he was being penalised.

On 27 January 2025, RSA issued a final response. It said the premium was based on risk factors and inflation, and fell within the overall trend of premiums for new and existing customers. However, RSA pointed out that Mr H was free to shop around. RSA didn’t uphold Mr H’s complaint.

Unhappy with the responses, Mr H brought his complaint to us.

Our investigator didn’t think RSA had done anything that needed to be put right or that warranted compensation. She was satisfied that RSA had handled Mr H’s claim in line with the terms of the policy, so she didn’t think it needed to pay for Mr H’s plumber. Our investigator looked at the factors RSA considered when deciding Mr H’s premium. She was satisfied that the information taken into consideration was reasonable and there was no

evidence that RSA had treated Mr H unfairly, or inconsistently with other customers.

Mr H didn't agree. He made no further comment about the policy premium, but Mr H remained unhappy with the home emergency cover. He said the policy didn't say that RSA had four hours to attend to an emergency, and it hadn't informed him about any change in the level of cover. Mr H also thought RSA had disregarded the fact that he was vulnerable and he remained upset that it had sent computer generated messages rather than being sent by a person.

Because Mr H didn't agree with our investigator's view, the complaint was 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.

Having done so, while I'm sorry to disappoint Mr H, I've decided not to uphold his complaint.

The Financial Conduct Authority's rules (ICOBS 8.1.1) say that insurers must handle claims promptly and fairly. And the regulator's principles say that firms must act in the best interests of their customers and treat them fairly.

My remit is to decide whether RSA handled Mr H's claim in line with the rules, the policy terms and conditions, and fairly, based on the evidence available. I won't comment on everything that's been said already. I'll focus on Mr H's more recent comments and the key points of his complaint.

### **Home emergency claim**

Mr H said his main complaint is that RSA changed the policy terms and conditions without notifying him. I understand he thinks this because RSA told him it had a service level agreement with its contractors to attend to home emergency claims within four hours. Mr H said the policy says, "recommended tradespeople could come out 24 hours a day, 365 days a year".

The policy sets out the detail of the contract between Mr H and RSA, so I've looked at what is covered. It states:

*We'll instruct an approved tradesperson who's competent in carrying out the appropriate repairs and we'll pay them direct. (page 40)*

*Please call our 24-hour emergency helpline... after taking any immediate action that you think is necessary to protect your home from further damage, such as switching off the gas, electricity or water. We have a team of tradespeople on hand to carry out urgent repairs 24 hours a day, seven days a week. (page 43)*

*When you call us, we'll tell you the next step, which will be one of the following:*

*We'll arrange the repair or a replacement as quickly as possible.*

*If anything happens which might lead to a claim, you should take any immediate action you think is necessary to protect your property and belongings from further damage. (page 58)*

Although Mr H said that RSA had made changes to the policy which allowed for a four-hour delay, I can't agree. The policy doesn't mention any time within which a tradesperson would attend, other than to say it would be arranged "*as quickly as possible*". I don't think its reference to 24 hours a day, seven days a week means a tradesperson would be available immediately. That would be unrealistic. It simply means RSA provided the service and had people available who may be able to attend at any time. It's worth noting that Mr H's claim was made during the festive season and mid-winter. This is a busy time, so I accept that it might take some time to arrange an appointment. In the claim call, I heard the agent check with Mr H that he'd be available for an appointment over the next 24 hours, which he confirmed. So I don't think RSA implied an appointment would be available within two hours.

RSA said it had a service level agreement with contractors to provide a four-hour response. It's not fair to say that RSA allowed for a four hour delay – it simply means RSA had an agreement to make sure that appointments were carried out within four hours.

Mr H said he felt let down by the delay, so he made his own arrangements and cancelled the appointment. I note that he cancelled the appointment within two hours of making his claim. I don't find that two hours can be considered a delay in responding to the claim.

I understand Mr H told RSA about his circumstances and that he was vulnerable. But he thinks RSA disregarded that when it sent text messages. He's unhappy that it was a computer generated message rather than a person sending them. The messages were to advise Mr H that an engineer hadn't been found but RSA was still looking. RSA confirmed that the messages were simply updates and, having considered the information provided, I don't think it did anything wrong in sending them. That's because the information contained in the message would've been the same whether typed out by a person or autogenerated.

I note that Mr H believed RSA had recorded his home emergency claim on the insurance database. I've looked at the evidence RSA provided and I'm satisfied that the claim isn't recorded.

### **Policy premium**

Although Mr H hasn't provided any further comment or information about this matter, I've considered the evidence provided. Mr H said his premium had increased by over 60% which he thought was unfair. RSA provided us with information to explain why the premium increased, and I note that it doesn't reflect the overall increase in premiums across its customers and the industry as a whole. So I can't say that Mr H has been penalised in any way.

RSA explained in its letter to Mr H about the premium increase and, having read the explanation, I don't think it treated him unfairly. I note RSA advised Mr H to shop around, and to take care to check the level of cover as well as the price. I think that's reasonable.

I see no reason to uphold this part of Mr H's complaint.

Overall, I don't find that RSA did anything wrong in its handling of the home emergency claim. I'm satisfied that it was dealing with the claim in line with the policy and that, when Mr H cancelled it, there hadn't been any avoidable delays. Further, RSA hadn't recorded the claim on the insurance database, and there's nothing in the evidence to suggest that it increased Mr H's premium unfairly or unreasonably.

### **My final decision**

For the reasons I've given, my final decision is that I don't uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 14 October 2025.

Debra Vaughan  
**Ombudsman**