

## **The complaint**

Mrs N and Mr N complain about Royal & Sun Alliance Insurance Limited's handling of their buildings insurance claim.

## **What happened**

The background to this complaint is complex, long and well known to both parties. So, I'm not going to provide a full summary here. I won't list everything that's happened or address every detailed point raised by the parties.

There's no disrespect intended by this and I can assure both parties that I've read and considered all the evidence they've provided. I'll concentrate on the key issues and information, as I see them.

When I refer below to actions taken or information provided by RSA, this may include actions taken or information provided by their agents.

There are two complainants in this case. I'll refer below mainly to Mr N as he's been our primary contact throughout our investigation.

Mrs N and Mr N have an insurance policy underwritten by RSA which covers their home and its contents. They made a claim in September 2020 after discovering cracks in the walls of their house. RSA accepted the claim on the basis that the damage was caused by subsidence.

Towards the end of 2023, Mr N made a complaint to RSA about their handling of his claim. In essence, he believed – contrary to what he was being told by RSA – that the building was still moving and that the causes of the subsidence hadn't been fully addressed.

Mr N subsequently brought his complaint to our service. I made a final decision in that case in late January 2025.

I upheld the complaint. I required RSA to pay for an expert report commissioned by Mr N, and to pay Mrs N and Mr N £1,250 for their trouble and upset. I also said RSA must now progress the claim in a timely manner – by carrying out any necessary further investigations, mitigation work, monitoring and repairs.

By that point, Mr N had already made a further complaint to RSA. Their final response to that complaint is dated 16 January 2025 (before my final decision in the first complaint).

Mr N wasn't happy with RSA's response and brought his complaint to us. It's that complaint I'm considering now in this decision.

Mr N's complaint is essentially that RSA employees were guilty of very serious misconduct – amounting in some instances to criminality – in their handling of his claim and his complaints. He says they

- fabricated multiple complaints (supposedly from him about them) and issued invalid final responses;
- systematically suppressed and unlawfully redacted evidence;
- falsified core claim documents;

- handled data unlawfully;
- potentially committed fraud; and
- refused to address on-going structural issues with his property or to carry out the required monitoring.

Our investigator looked into Mr N's complaint and didn't uphold it. He said RSA had made some errors in the handling of a data subject access request from Mr N, but the compensation they'd paid Mr N for that (£200) was fair. Otherwise, Mr N's allegations were either not for us or, on balance, not evidenced.

Mr N disagreed and asked for a final decision from an ombudsman.

### **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'll turn to the detail of Mr N's complaint below, but I think it's important first to set out a few points about the nature of our service.

We're here to consider complaints about financial matters. We look into customers' complaints about financial businesses. We determine whether we think, on balance, there are errors or omissions on the part of the business that have caused some detriment to the customer. If so, we set out what the business needs to do to put things right.

Our role and our powers are set out in the Financial Conduct Authority's dispute resolution (or DISP) rules. We have no power to carry out criminal investigations and/or to bring prosecutions to court.

We exist as a free (to the customer) alternative to the courts in resolving financial disputes – an alternative which is, by its very nature and design, less formal and therefore, we hope, speedier.

So, it's for me, in this decision, to determine:

- what likely happened – on the balance of probability (not the test applied by a criminal court);
- whether what happened amounts to any error or omission on RSA's part;
- if so, what impact that had on Mr N (if any);
- and what needs to be done to put things right (if anything).

It's not for me to determine any matters of alleged criminality. And I understand Mr N has in any case brought these events to the attention of the police.

I'll turn now to the complaint points Mr N brought to us, in April 2025.

#### *On-going failure to address the issues with the property*

The current complaint was made to RSA in December 2024. RSA's final response to that complaint pre-dated my final decision in the previous complaint (about the on-going handling of the claim).

The DISP rules are clear that we can't consider a complaint against a financial business unless and until that business has had an opportunity to respond to the complaint themselves (unless the business consents to our doing so).

Any errors or omissions made by RSA in the handling of the claim up to that point were addressed in my final decision of January 2025, which Mr N accepted, and which therefore became legally binding on RSA.

If, when he brought his current complaint to us in April 2025, Mr N is alleging that RSA have handled his claim badly, that's already been dealt with (in my previous final decision).

Unless he's saying that poor handling continued after my final decision was made – in which case, he hasn't made that complaint to RSA as yet (because this current complaint – to RSA - pre-dated my final decision).

So, if Mr N thinks RSA have handled his claim badly *after* my previous final decision came into force, he'll need to make a new complaint to RSA – and then bring that to us if he's not satisfied with their response.

#### *Fabrication of complaints and issuing invalid final response letters*

Complaints handling (according to the DISP rules) is not a regulated activity. So, strictly speaking, it's not for us to look into complaints about RSA's complaints handling (unless they are significant in terms of the substance of the issues we *are* legitimately considering).

But in any case, I don't think Mr N's complaint about this point is justified.

In essence, Mr N is suggesting that RSA set up complaint records in their system when he hadn't in fact made a complaint.

He believes this was a deliberate attempt to give them some sort of advantage (in the way the claim was handled presumably, or in the way his complaints were handled). Mr N believes those handling some or all of his complaints had a vested interest in that they could cover up their own previous errors or omissions.

The definition of a complaint, for our purposes, is very broad. It's legitimate (if not a requirement) for a business to regard something as a formal complaint – and treat it as such – if there's an expression of dissatisfaction on the part of the customer. It's not always necessary for the customer to state that they're making a complaint.

Also, it's not entirely clear what advantage Mr N believes RSA would have been trying to gain by opening complaints or issuing final responses (which by definition must advise the customer of their right to bring their complaint to us).

Even if we can hypothesise an advantage RSA might have been trying to gain, they clearly didn't succeed in this case. We have considered in full RSA's handling of Mr N's claim from the outset (in our previous investigation and decision). And so, it's difficult to see any detriment (which might need redress) caused to Mr N or Mrs N.

That being the case, even if I could look into this element of the complaint (which I don't think I can, as I've explained above), I wouldn't uphold it.

#### *Systematic suppression and unlawful redaction of evidence*

Mr N made a data subject access request to RSA. In their first response to that request, they failed to provide all the relevant documents and/or information.

When Mr N pointed that out, they provided access to the missing documents and/or information within a few weeks.

RSA had admitted their failings in this respect and awarded Mr N £200 in compensation. I'm satisfied that was fair and reasonable in all the circumstances.

Mr N was certainly inconvenienced by having to chase RSA for the remaining documents / information. And knowing that he hadn't received a complete reply would have been stressful.

But the error was corrected quickly once Mr N alerted RSA to it, so on balance I'm satisfied that £200 is fair and reasonable compensation for the trouble and upset Mr N (and Mrs N) experienced over a relatively short period of time.

I'm aware that Mr N remains unhappy with the redactions RSA made in some of the data they provided in response to his request. RSA have said these were to avoid disclosure of third party information and/or information Mr N wasn't entitled to see.

I understand RSA also advised Mr N of his right to make a complaint to the Information Commissioner's Office (ICO). I believe Mr N has indeed done that.

The ICO is an appropriate place for Mr N to refer (and have considered) his complaints about the response to the access request – including the redactions – and any complaint he has that RSA handled data unlawfully or inappropriately.

It's not for me to cut across any investigation or findings of the ICO. The question for me is whether RSA acted fairly and reasonably.

And I'm satisfied on balance that RSA provided a response to Mr N's request, corrected it when omissions were pointed out, and then referred Mr N to the appropriate authority to determine whether their redactions were justified.

So, it wouldn't be reasonable for me to conclude that RSA have acted in any way unfairly or unreasonably towards Mr N in their handling of his data access request.

And there's nothing I've seen to suggest that there was any systematic suppression or unlawful redaction of evidence

#### *Falsification of core claim documents*

Mr N alleges that RSA falsified a certificate of structural adequacy (COSA) relating to his property by stating that a particular surveyor had carried out certain actions when, in fact, that surveyor wasn't actually assigned to the claim at the relevant time.

And he says they produced a schedule of works (SOW) dated in 2024 which never in fact existed.

RSA have accepted that the surveyor attributed to certain activities in the COSA wasn't the surveyor at the time. They say this was as simple error, made when the COSA was completed several years after the claim began.

I think it's more likely that not that this was simply human error – in effect, mistakenly attributing the actions on the (long standing) claim to the current surveyor.

I say that because I can't imagine what advantage there would be for RSA in intentionally falsifying that document in the way suggested.

In any case, my final decision in the previous complaint renders that COSA entirely redundant - if it wasn't already. RSA will presumably issue a new COSA once the further mitigation and/or monitoring actions specified in my final decision have been fully carried out.

So, I don't think on balance that there was any deliberate falsification of the COSA. And in any case, I can't see any detriment that Mr N has suffered as a result of this minor and relatively insignificant error in a document which is now redundant.

As regards the SOW, RSA have told us that when they download or print documents from their system, it puts the date of the download or printing at the head of the document, rather than the date the document itself was produced, drafted or added to the system.

Although that can be slightly frustrating, it's not uncommon. And it does appear to be the case with RSA's documents generally (not just this SOW). So, there's no reason to suspect anything sinister in the dating of the SOW when it was downloaded and sent to Mr N.

And again, in any case, I can't see any detriment to Mr N and/or Mrs N. No-one at RSA has tried to suggest that they in fact produced a SOW in 2024 – much less tried to gain any advantage by making such a claim. It would be relatively obvious to anyone familiar with the claim history that the SOW was produced far earlier than 2024.

For the sake of completeness, I should add that this element of Mr N's complaint (about the falsification of claim documents / records) appears also to arise – at least in part – from a change in reference numbers midway through his claim to RSA.

RSA have explained that happened due to a systems upgrade. In brief, the new computer system re-numbered the claims. There may have been technical means to work around this and retain the original reference numbers, but no doubt that would have been at some cost.

There's no reason for me to doubt what RSA tell us about the reference numbers. And in any case, it's difficult to see what detriment that might have caused Mr N and Mrs N.

It appears that entering either reference number into the system gets you to the same claim record, so even if Mr N – or anyone else - quoted the wrong (out-of-date) number to RSA or their agents, they'd still find Mr N's claim.

There's nothing to suggest that this would appear to anyone interrogating the system to be more than one claim. And there's no reason to think RSA have entered records in any shared insurance industry systems showing two claims.

So, again, the change in reference numbers appears not be motivated by any intention for RSA to gain some sort of advantage. Nor has it caused any detriment to Mr N and/or Mrs N.

### *Summary*

I hope I've explained above why it's not for me to determine whether RSA, their employees, or their agents have acted criminally in the way they've handled Mr N's claim.

Our core purpose, as I've also explained, is to ensure that RSA have treated Mr N and Mrs N fairly and reasonably in the delivery of the financial services for which they are RSA's customers.

My previous final decision set out exactly what I thought RSA had got wrong in the way they'd handled Mr N's claim. And it specified exactly what RSA needed to do to put things right for Mr N and Mrs N.

In effect that previous investigation - and final decision – served our core purpose. And, as I say, if Mr N thinks RSA have continued to get things wrong in the way they're dealing with the claim now, he can make a further complaint to RSA (and then to us if necessary).

The current complaint makes very serious allegations about how and why the mishandling of the claim (and/or Mr N's complaints) came about and/or was allegedly covered up.

I'm sure Mr N will appreciate that if I were to uphold those current complaint points, on the balance of probability, I would need compelling evidence to do so.

As I've explained in detail above, I don't see that evidence in the information we have currently.

Nor do I see what motivation RSA or their employees or agents might have had in intentionally manipulating the documents or information in the way Mr N suggests.

Nor do I see any detriment to Mr N and/or Mrs N arising from those actions (whether they were errors or deliberate acts).

So, I can't reasonably uphold Mrs N and Mr N's complaint.

I hope all parties will respect my previous final decision, which was accepted by Mr N and Mrs N. And that they'll work to resolve the issues with Mr N and Mrs N's property fully, effectively and as soon as is reasonably possible.

### **My final decision**

For the reasons set out above, I don't uphold Mrs N and Mr N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N and Mr N to accept or reject my decision before 12 September 2025.

Neil Marshall  
**Ombudsman**