

The complaint

Ms M and Mr T have complained about the amount Royal & Sun Alliance Insurance Limited (“RSA”) offered to settle a claim they made on their home insurance policy.

As Mr T has primarily dealt with the matter, I’ll refer to him on behalf of Ms M for ease of reading. Reference to RSA includes its agents and representatives.

What happened

The circumstances aren’t in dispute, so I’ll summarise the background:

- Mr T got in touch with RSA to make a claim for damage caused by water leaks from the bathroom above the kitchen.
- RSA accepted the claim in principle, and it was agreed the claim would be settled by cash payment.
- RSA’s cash offer was mainly based on the cost of repairs to the bathroom, but also included an amount for the kitchen ceiling and wall. Mr T thought the kitchen repairs should have been more extensive, but RSA disagreed.
- Mr T complained and went on to refer the matter to this Service. I made a final decision requiring RSA to “reconsider the settlement offer to include work to put right all of the escape of water damage to the kitchen” and to pay compensation.
- RSA visited Mr T. Beyond that it had already accepted, it said the remaining kitchen damage hadn’t been caused by the bathroom leaks. It thought most of the other damage had been caused by a number of other, uninsured causes.
- RSA noticed a second, unrelated leak near the sink and said it would accept a claim for it under the policy. It offered a cash settlement of around £900 and to waive the second claim excess of £500.
- Our investigator thought the position RSA reached was fair overall. Mr T disagreed, so the complaint has been passed to me.

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.

- The claim has taken a rather unusual journey to reach this stage. So I’ll begin by summarising the position reached.
- RSA has paid over £3,000, after deducting the £500 excess, for the damage it thinks was caused by the bathroom leaks. This includes damage to the bathroom itself, as well as minor work to the kitchen ceiling and wall. RSA has also offered around £900,

without deducting the excess, for the damage it thinks was caused by a separate leak near the sink.

- There seems to be no dispute with the extent of the bathroom damage that was covered. Nor with the damage near the sink. And it seems much of the damage RSA highlighted as uninsured isn't being claimed for by Mr T anyway. So I don't think any of these points need further consideration.
- I think the only point in dispute is the kitchen wall. In short, I understand Mr T considers RSA should have covered more of the damage to this area than it did.
- RSA says the damage to the kitchen wall, caused by the bathroom leak, was modest. And the remainder of the kitchen wall damage was caused in other, uninsured ways. For example, RSA said rainwater ingress through blown render and cracking had contributed to the problem. This position is supported by professional opinion.
- I know Mr T disagrees with this. He says the render isn't blown and the cracking didn't lead to any of the water damage. But, with respect, his position isn't supported by professional opinion.
- So, on the strength of the information available to me, I'm more persuaded by RSA's position than Mr T's. And therefore I'm satisfied the offer to settle the claims is fair.
- It would have been preferable if RSA had reached the current position much earlier. It initially relied on one reason to justify the settlement offer – which I didn't accept – only to go and rely on a second reason. Though I've been persuaded by the second reason, this has unnecessarily extended the claim journey for Mr T and led to a loss of expectation about how the claim would be settled.
- For the first complaint, I required RSA to pay £500 compensation. I can't reconsider that in this decision, though it's a relevant matter of fact. For this second complaint, RSA has waived the £500 excess for the separate leak near the sink, which effectively amounts to paying a further £500 compensation – and £1,000 in total. By doing this, I'm satisfied RSA has recognised the impact of its actions on Mr T and reached a fair position overall.
- It's open to Mr T if he would like to accept the offer of around £900 for the leak near the sink. He's also entitled to provide RSA with evidence to support his position in relation to the kitchen wall damage if he'd like to.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M and Mr T to accept or reject my decision before 10 March 2026.

James Neville
Ombudsman