

## **The complaint**

Mr S complains about INTACT INSURANCE UK LIMITED trading as RSA (“RSA”)’s handling of his buildings insurance claim.

Mr S is being represented by Mr K. I may refer to him where necessary below.

All references to RSA also include its appointed agents.

## **What happened**

The details of the complaint are well known to both parties, so I won’t repeat them in detail here. Below is intended to be a timeline of the key events, so it won’t mention everything that has happened or every point raised.

I’m aware this claim has been subject to several complaints, however my decision will focus on events following RSA’s final response in October 2024, up to its final response letter in April 2025. Any reference to events outside of this timeline is for context only.

Mr S made a claim to RSA in February 2019 relating to subsidence at his property. It was established that defective drainage at the property was causing the subsidence.

However, RSA disputed that all the damage identified at the property was related to subsidence. It said there was evidence of historical lateral movement and noted lateral straps had been fixed at some point to stop this. It believed this predated its coverage and therefore wasn’t covered under the claim.

Our investigator issued a view regarding this on a previous complaint in January 2023. She said she wasn’t persuaded, based on information at the time, it had been reasonably shown the areas RSA said it wouldn’t cover were not related to the subsidence.

She recommended RSA settle the claim in line with the remaining terms and conditions of the policy, unless it could prove why parts of the damage were not related to the subsidence.

Following this RSA have continued to maintain some of the damage Mr S is claiming for has been caused by historical lateral restraint issues, and not by subsidence. A settlement offer was made for a percentage of demolition and rebuilding costs, but this was later retracted.

Mr K provided a letter from a structural engineer (“H”) in March 2024. H said it considered the defective drainage had caused a weaking of the foundations, resulting in the majority of the defects noted at the property.

H also said the movement at the rear of the property was ongoing in nature and the extent of the outward and vertical distortions had compromised the property’s stability.

RSA visited the property around November 2024. However, it remained of the opinion that not all the damage was covered. It set out its intention to appoint its own structural engineer to assess the property and to provide comment on what areas of damage were attributable to subsidence.

Mr S then raised a further complaint regarding RSA's handling of the claim. RSA provided its final response in April 2025.

Its decision remained unchanged and it set out again it intended to appoint an independent structural engineer to assess what percentage of the movement was attributable to the subsidence. However, it acknowledged issues with its communication and progression of the claim and offered Mr S £300 for the inconvenience caused.

Mr S was dissatisfied with this and so the complaint has been referred to our service.

In bringing the complaint, Mr K highlighted Mr S had monitoring carried out at the property previously. RSA requested to see this data but hadn't confirmed it would reimburse Mr S for these costs if he provided it. Because of this Mr S hasn't provided the data to RSA.

Mr K said, following our view of the complaint in 2023, RSA failed to prove why any areas of damage at the property were not related to subsidence – or where under the terms of the policy the damage was excluded. So, he felt it unreasonable for RSA to now be allowed to revisit or appoint a structural engineer.

Mr K highlighted ongoing delays in resolving the complaint was having a significant impact on Mr S – including having to pay ongoing costs for scaffolding to secure the structure of the property. He also requested for RSA to provide Mr S alternative accommodations ("AA") and consider paying him removal and storage costs.

#### *Our investigator's view of the complaint*

Our investigator recommended the complaint be upheld.

She said she felt H's comments indicated that not all the defects noted had been caused by defective drainage. So, it was possible parts of the damage reported could have been caused by another source, unrelated to subsidence.

She felt RSA's proposal to appoint an independent engineer was reasonable.

Regarding the monitoring data, our investigator said RSA had previously intended to carry out monitoring and could've done so. As Mr S had done this at his own cost, she thought it reasonable RSA reimburse Mr S for these costs if he provided the data.

Having considered the delays caused by RSA and its handling of Mr S's claim, our investigator felt the £300 compensation offered within the timeframe considered was fair.

Regarding AA and removal and storage costs, our investigator said as a resolution hadn't been reached and no repairs had started, she wasn't persuaded RSA was required to pay these costs at this time.

Mr K didn't accept our investigator's view of the complaint.

He disagreed with our investigator regarding H's comments. Mr K said H was likely referring to defects completely unrelated to the claim when referring the majority of defects.

He said H hadn't identified any alternative mechanism for the damage (such as lateral movement or lack of maintenance).

He reiterated RSA had failed to prove why any areas of damage at the property were not related to subsidence – or excluded from cover. So, he felt it unreasonable for RSA to now be allowed to revisit or appoint a structural engineer.

Mr K said alternative accommodation, removals or storage should be considered due to the ongoing structural risk and Mr S's position.

RSA said as it hadn't been provided the monitoring data, so it was unsure whether it would provide meaningful data to help it assess the claim. So, it didn't agree it should pay these costs until it had the chance to review it.

### *Subsequent developments*

I wrote to both parties on 9 April 2026 to inform them I was intending to come to broadly the same outcome as our investigator – however with a slightly different direction regarding a structural engineer being appointed.

I said I could see RSA attended the site along with Mr K in November 2024. But it continued to maintain its position that some of the damage is not subsidence related.

Mr S instructed his own structural engineer in March 2024. In their report they said differential settlement caused 'the majority' of the defects. But this didn't provide further explanation about what is and isn't subsidence related.

Because of this, I felt the fairest way to conclude matters was for an independent structural engineer to attend the property and provide a report on their findings.

While RSA had already taken steps to appoint an engineer, I set out I intended to direct it to provide Mr S with a choice of three independent structural engineers for him to choose from, as this is in line with what we would usually recommend, and was fair and reasonable in the circumstances.

Neither party has provided anything further for me to consider within the deadline set.

### **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'm aware I've summarised this complaint in far less detail than all the parties involved - and I've done so using my own words.

My decision focusses on what I think are the key issues here - and doesn't comment on every point or argument that has been raised. No discourtesy is intended by this.

Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

Having done so, I uphold the complaint. I've set out why below.

### *Independent engineer*

RSA have continued to maintain its position that not all damage is covered. This has resulted from its own internal desktop assessments and from its appointed representatives attending the site in November 2024.

A structural engineer, H, has provided comment saying the *majority* of the defects noted were subsidence related but not *all* of them. I've not seen anything in H's letter that persuades me he was referring to defects that weren't related to the claim here. And while he may not have mentioned an alternative cause, as Mr K has highlighted, I'm not persuaded H's comments set out subsidence is the *only* cause of the damage.

I understand Mr K's frustration a structural engineer wasn't considered by RSA initially. However, for the timeline I'm considering here, I don't think this is an unreasonable step to progress matters. The claim has clearly reached an impasse, and considering the ongoing impact to Mr S, I think an independent structural engineer being able to assess the property and any necessary correspondence, data and reports would be the best way to move things forward.

#### *Monitoring data*

RSA acknowledged in correspondence to Mr K in November 2024 it wanted to consider monitoring the property and could have done this earlier. Mr S has done so, at his own expense, and RSA has asked to see this data with a view to progressing the claim.

It is a cost RSA would have incurred had it carried out monitoring previously, regardless of whether the data provided would've assisted it or not. So, I don't think it's unreasonable for RSA to reimburse Mr S for the cost of this here, if he does provide the data.

#### *Delays and other costs*

I appreciate this claim has been ongoing for some time now, and Mr S is seeking to bring matters to a conclusion. I can see RSA have failed to respond to Mr K when he has made queries, or on occasions, directly to Mr S. I understand this would've added further frustration. But having considered everything I think RSA's offer of £300 compensation fairly recognises the inconvenience caused to Mr S here, so I make no further award.

I can see the policy does provide cover for AA if the home is uninhabitable as a result of damage covered under the policy. But I don't feel this has been reasonably established for the reasons I've set out above.

So, I'm not persuaded RSA currently needs to meet costs for AA – or removals. But I would expect it to consider any reasonable costs necessarily incurred under the terms and conditions of the policy as part of any resolution or settlement.

#### **Putting things right**

To put things right RSA should:

- Provide Mr S with a choice of three independent structural engineers for him to choose from.
- Subject to him providing it, reimburse Mr S with the cost of the monitoring data.
- 8% simple interest should be added to this amount from the date Mr S made payment for the monitoring, to the date RSA provides him with the reimbursement.
- Pay Mr S £300 compensation.

**My final decision**

My final decision is that I uphold Mr S's complaint.

To put things right, I direct INTACT INSURANCE UK LIMITED trading as RSA, to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 15 May 2026.

Michael Baronti  
**Ombudsman**