

## **complaint**

Mr H is unhappy with Royal & Sun Alliance Insurance Plc (RSA) over the work and the handling of his water damage claim under a home insurance policy.

## **background**

Mr H made a claim and although RSA dealt with it Mr H felt that it was handled poorly and that some snagging issues weren't dealt with. RSA accepted that the claim could have been handled better and paid Mr H £400 in compensation. It also confirmed that any work done by its contractors was guaranteed for one year.

Our adjudicator didn't uphold the complaint. She felt that Mr H had encountered issues and that RSA's handling should have been better. But our adjudicator felt the £400 from RSA was reasonable compensation. Regarding the snagging issues she accepted that RSA didn't have to pay the cost of the new shower tray as the old one could've been refitted and there was no evidence to link the stairs problems with the claim so RSA didn't have to take any further action. She also accepted that a one year guarantee for the work was reasonable. Regarding building work certificates and the protocol document she accepted what RSA said about it only being required for extensions or alterations whereas the work here was just repair or replacement. Mr H asked for his complaint to be passed to an ombudsman for a final decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

### *claims handling*

It's accepted by all parties that the claim could and should have been handled better. There was a delay right from the start with the initial appointment for the loss adjuster and there does seem to have been many issues around getting the updated schedule of works sent to Mr H. I note that a new one was recently passed to Mr H by our adjudicator. RSA offered and paid Mr H £400 as compensation for the poor handling. Based on the distress and inconvenience caused to Mr H I think this is a fair and reasonable offer. Mr H did point out that he wanted his claim issues dealt with rather than compensation.

### *other expenses*

Mr H chose to replace his shower tray and screen following the claim. I can see from RSA's point of view that neither of these items was damaged and although they had to be removed to carry out repairs both could have been refitted. Mr H decided to reposition the drain outlet as he felt it was a better option for the future. I accept that's Mr H's decision and nothing to do with RSA. Because the items could have been refitted I don't think RSA has to pay for the new replacements. It seems to me that Mr H chose to buy these so I think RSA acted reasonably when it chose not to pay for them.

Mr H thinks the problem with his stairs where the tread and risers have separated was either caused by the contractor's drying equipment or the workmen themselves using the stairs. Mr H also said the drying equipment had damaged his external render. However, after the claim had concluded RSA did revisit the property and the expert opinion given then was that the damage wasn't related to the claim or the drying equipment. RSA said that if Mr H got an expert report offering a different opinion it would consider this. But based on the evidence

I've seen RSA acted reasonably here. Mr H still wants RSA to revisit as he has made a hole under the stairs to show the stair issues that are concerning him. But RSA did previously state that any damage wasn't linked and Mr H could get expert opinion if he wanted to.

Mr H said there were changes in his airing cupboard where a fourth valve had been added. RSA said this meant the shower can be isolated. Mr H doesn't accept this but I've no other expert evidence to show that RSA has acted unreasonably here.

Mr H said he had to buy a new photocopier because without this he was unable to send documents successfully to RSA. I don't see any reason to suggest RSA need to pay for this. I'm sure there were other ways to send documents. I don't think it would be reasonable to ask RSA to pay for this.

#### *RSA's repair guarantee*

Mr H has an equity release arrangement on his property and said that he wants to make arrangements to sell his home fairly soon. Mr H said his estate agent needs certificates for repairs, a protocol document, and guarantees from RSA. RSA has confirmed that the work done by its contractors is guaranteed for one year. It has also said that protocol documents are only used for property extensions and alterations and I haven't seen anything to dispute this. As RSA was repairing or replacing existing items on a like for like basis I think it has acted reasonably. I don't see any specific need to ask it to do anymore. If Mr H's equity release provider needs further details I think Mr H could give it RSA's details and ask it to contact RSA directly to clarify any issues it may have with the repair work. The recent updated schedule of works might help deal with any queries.

#### *electrical certificates*

Mr H has also requested electrical certificates for the electrical work done by RSA's contractors. Although this point was raised at a later stage RSA has dealt with it as part of this complaint. It has said that electrical certificates aren't necessary when the works undertaken meant the electricians were taken out and put back in again. The impression given by RSA is that nothing new or different was done. I have no reason to doubt what RSA said and find that it acted reasonably on this point.

#### **my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 19 February 2016.

John Quinlan  
**ombudsman**