

complaint

Mr and Mrs A complain about the way Royal & Sun Alliance Insurance Plc (“RSA”) handled their home insurance claim for damage caused by an escape of water. Their complaint is brought on their behalf by their son, Mr P (who also lives at the property).

background

In September 2018, there was a leak from Mr and Mrs A’s bathroom that caused damage to the home office below. There was water damage to the engineered wood flooring, the ceiling, a desk, some other furniture items and some soft furnishings. After obtaining contractors’ quotes to get the damage repaired Mr and Mrs A made a claim to RSA. RSA asked Mr and Mrs A to send it the repair quotes they’d obtained following which it appointed a loss adjuster to validate and handle the claim.

The loss adjuster visited the house and considered the damage to the ceiling to be minor and that no assisted drying was necessary. It was noted that the study floor had been damaged but that it was safe and that the house remained habitable with all essential services operating. After the visit, the loss adjuster reported a number of concerns to RSA. In particular it was noted that Mr P had impersonated Mr A when reporting the claim, that he had a previous conviction for deception and that he wanted everything replaced. It was also noted that a business was operated from the address.

RSA referred the claim to underwriters to see if the policy had been offered on the correct terms and it spoke to its investigations team to determine whether any further action was necessary. In November 2018, RSA referred the claim to its fraud investigator so that additional enquiries could be carried out. A visit was undertaken after which the claim was accepted.

RSA’s contractor visited in mid-November to review the damage and prepare the schedule of repairs. At the end of November, after Mr P had indicated he was looking for a cash settlement, RSA said that it could cash settle the claim (at that point assessed as £9,978.07) based on the amounts its own suppliers would charge, or it could arrange for its own suppliers to carry out the works.

Mr P rejected RSA’s offer and in December 2018 he sent it further contractors’ quotes he’d obtained himself. Mr P’s quotes included one for almost £12,000 (including VAT) to supply and fit 96m² of engineered wood flooring; one for over £33,000 (excluding VAT) for redecoration and replacing 100m² of engineered wood flooring throughout the downstairs and another for £29,500.

RSA thought Mr P’s quotes were overstated in comparison to those prepared by its own supplier. But due to the disparity between the two amounts it appointed a new contractor to provide a further view on the reinstatement costs and the schedule of works. Mr P said alternative accommodation (AA) was required along with storage. RSA offered a brief stay in AA on a precautionary basis due to the health concerns of some family members but at the start of February 2019, RSA’s contractors confirmed that the property remained habitable. RSA paid Mr and Mrs A a disturbance allowance whilst they were in AA and arranged for a contractor to attend to remove mould from the wall.

Mr P then made two complaints to RSA. He said he wanted the disturbance allowance increased and backdated, compensation paid and the claim settled. RSA issued its final response to that complaint on 4 February 2019 but didn't uphold the complaint raised.

It said it remained of the view AA, along with any further disturbance allowance, wasn't warranted because the property remained habitable and the damage was confined to one room only. It said it had been fair to offer AA for a short while due to the health concerns raised. But it said it wasn't unreasonable to expect those family members who had health concerns to stay out of the damaged room especially given it was only the home office. RSA said there were other undamaged rooms in the property which allowed the family to lead their normal lives. Finally, RSA said it was entitled to take time to validate the claim and consider information it was sent so it said it hadn't caused any delays.

Mr P's second complaint related to the extent of the repairs scoped. In response to that complaint, RSA said the scope would remain unchanged and that it was confident it was comprehensive enough to see the property returned to its pre-loss condition. It said it was currently waiting for its supplier to report whether the floor could be replaced and how much that would cost. It reiterated that Mr P could accept the cash settlement it'd offered or have its contractors complete the repair. It said storage wasn't currently necessary. It said any inconvenience the family had experienced was the result of the claim itself not anything it'd done. Mr P said he wanted to see RSA's costed schedule but it said it couldn't let him have a copy as the information was commercially sensitive.

Mr P told RSA he was experiencing health issues as a result of the mould and that he'd been advised by his GP to move out. He said he was looking to RSA to pay for AA and that he'd arranged to pay for an independent report about the mould. And whilst he'd missed four appointments arranged by RSA's contractor to remove the mould, he said he'd tried to arrange another but it couldn't give him a specific time only a 5-hour time slot which wasn't convenient.

In mid-February 2019, RSA received the full cost to replace the damaged flooring which it was confident was adequate enough to restore the house to its pre-loss position. It declined to pay for the report Mr P had obtained about the mould because (by this point) its contractors had made 4 appointments to attend to deal with it only for Mr P to cancel them or for no-one to be in when they attended. RSA said it remained of the same view about AA – that it shouldn't have to pay for AA when every attempt had been made to clean the property and, the mould it had attempted to clean aside, it remained habitable. And it said its contractors had advised there would be no need for the family to vacate whilst the repairs were undertaken.

In April 2019 Mr P complained to this service. He said he was unhappy about the delay in treating the mould; that his daughter and Mrs A had had to move out of the house in September 2018 and were still living away; that RSA still owed them £1,000 as a disturbance allowance and £120 for the report into the mould; that he was owed 2 nights hotel accommodation having moved out of the house on the advice of his GP because he was having trouble breathing; with the delays caused by the different loss adjusters and contractors appointed; that RSA hadn't let him see the costed scope of works; that he wanted a cash settlement based on one of the two quotes he'd obtained not the £11,000 offered by RSA; that all the downstairs furniture had to go into storage whilst the floor was laid and that RSA's contractor said the works would take 6-8 weeks and that RSA agreed to provide AA whilst the works were undertaken.

In June 2019, RSA's loss adjusters told Mr P they were cash settling the claim. Mr P told our investigator that RSA's contractors had told him the bathroom floor tiling, bath panel and toilet seat also needed replacing. And he said that RSA had promised him AA. A couple of weeks later Mr P told our investigator he'd had to spend two nights in a hotel again because he had breathing difficulties which he wanted RSA to pay for. He said there was still mould present in the office.

Because much of Mr P's complaint hadn't formed part of the two complaints he'd made to RSA in February 2019, our investigator asked RSA if it was willing to allow this service to consider the issues he'd raised since then. RSA said it wanted a chance to look at the issues first and that it would issue a further final response letter to address them. It did this in August 2019.

In response to the issues Mr P had raised since February 2019, RSA said its cash settlement offer was based on costings provided by its own contractors who'd fully scoped the repair. It said the quality of the floor, and the designer wallpaper Mr P had referred to, had been factored in and included in the £13,158.76 (inclusive of VAT) it'd offered him as settlement of the buildings aspect of the claim in June. It also said that in February 2019 it'd offered for the repairs to be done by its own contractors but that Mr P had disputed the costs and wouldn't allow the contractors to proceed. It said it'd twice had the cost of replacing the damaged floor assessed by different suppliers both of which quoted similar figures. So, it said it was satisfied the amount recommended to replace the floor on a like-for-like basis was reasonable. It said the offer to indemnify Mr and Mrs A was in line with the policy terms.

RSA said the scoped works included an allowance for the cost of removing and reinstalling the radiators, electrical switches and doors (a further concern that Mr P had raised) and an allowance for furniture removal (although furniture could be moved between rooms and stored). It said it'd paid the settlement amount to Mr and Mrs A but said if they would now prefer for RSA's contractors to undertake the repairs then it would do so, subject to them returning the cash settlement in full.

RSA said there was no damage to the bathroom documented by its loss adjuster nor had Mr P provided any evidence about the damage when asked about it by the loss adjuster in July 2019, so it wasn't prepared to include the bathroom as part of the claim.

In respect of Mr P's complaint about the light fittings in the office it said it had always said it would cover the damaged one and, in the event a like-for-like replacement wasn't available it was willing to pay 50% towards replacing the un-damaged one. It said the damaged rug that had been claimed for had been included in the settlement but it wouldn't contribute towards paying for the undamaged one as rugs weren't considered to be matching items.

RSA said it'd treated the mould and that any mould now present was unrelated to the escape of water. It said its contractors had encapsulated the original mould and had reported it didn't present a health risk. It noted Mr P had not taken any action himself in mitigation. It said that its contractors and suppliers had always maintained that the property remained habitable and any mould damage had been confined to the office so it wasn't unreasonable to expect family members experiencing health issues to avoid the room. It said because there was no evidence linking the return of the mould to the original escape of water, or that the family's health issues were related to it either, then it was not prepared to contribute to the hotel costs Mr P had since incurred.

Finally, RSA said it was cancelling the policy due to concerns about the accuracy and presentation of the claim and lack of co-operation from Mr P when requested.

Mr P disputed RSA's findings. In particular he felt that the allowance for the floor wasn't on a like-for-like basis, that the contractors hadn't included certain repairs in the scope like replacing the ceiling and that he couldn't get the work done for the amount offered. He maintained that AA was necessary whilst the repairs were done and that it had been RSA's contractors that had first raised the issue of the bathroom damage. And he said the mould was still there, causing the family health issues and that it wasn't possible for the family to avoid the damaged rooms.

Our investigator looked into Mr and Mrs A's complaint. She thought the settlement offered by RSA was fair but that it should pay 50% towards replacing the undamaged rug and light; that it should pay for AA for the whole family whilst the repairs were undertaken (as promised by the loss adjuster in April 2019); that RSA should consider paying a disturbance allowance for the duration of the repair and that it should pay compensation of £150 for delays in dealing with the mould. She also thought that RSA should reinstate the policy as she was satisfied that Mr P had raised the issue of the damaged bathroom tiles earlier in the claim so wasn't being un-cooperative when the loss adjuster asked about this issue. She felt the cancellation of the policy had been unfair and for that RSA should pay Mr and Mrs A compensation of £200. And she thought that RSA should reimburse Mr P the £120 he spent on obtaining the report about the mould.

Mr P disagreed with our investigator's findings. He repeated many of the points he'd made previously and said he'd referred his complaint to this service so we could decide if the works scoped were fair. Mr P said he wanted to know if the AA would be a hotel or a house. He said he preferred a house. And that he was still owed disturbance allowance payments of £1,000 and that the compensation awarded should be increased to £1,500.

RSA also disagreed with our investigator's findings. It disagreed it should pay towards the undamaged rug. And it said it hadn't caused a delay in dealing with the mould. In respect of its decision to cancel the policy it said this hadn't been solely as a consequence of Mr P expanding the claim to include the bathroom tiles but rather because he had included elements of damage he'd previously stated didn't exist and, when asked to comment, failed to co-operate. As the need to replace the bath panel and toilet seat were inconsistent with the type of claim submitted, it didn't think it'd unfairly cancelled the policy.

Mr P then sent in a report from a chartered surveyor he'd had inspect the damage and consider the scope of works. The report said the scope was a fair reflection of the work needed but that it would cost £28,000 to do and take 8 weeks.

Our investigator considered what the parties had said but said none of it had caused her to change her mind about the outcome she was recommending.

Mr P then said Mr and Mrs A now wanted RSA to carry out the repairs because the cash settlement was insufficient to allow them to do so. He said too he wanted confirmation about the type of AA to be offered. Our investigator asked RSA if it was willing to agree to carry out the repairs, which it said it would subject to the cash settlement being returned beforehand. In terms of the AA it said it was likely to be a hotel as the duration it was needed for was too short to justify a short-term six month let. RSA said it'd considered the surveyor's report and noted it'd concluded the scoped works were fair. It said the cost cited therein didn't warrant

further consideration as it was now going to complete the repair itself. And it said it commented extensively on the mould growth previously.

Mr P said a hotel wouldn't be suitable. He said that his parents would be willing to return the £13,158.76 RSA had paid them minus certain deductions (for the lights, rugs, soft furnishings, compensation, the cost of the report, hotel expenses incurred etc.) – he said they would be refunding £1,851.76 to RSA.

Our investigator considered everything again. She said it was reasonable that the money be returned to RSA in full without the deductions Mr P had stated. She said as the parties now agreed RSA would carry out the repairs there was no need for this particular issue to be considered by an ombudsman. She thought RSA's approach to AA was fair in the circumstances and the findings she reached previously in relation to other issues remained unchanged.

Mr P said the best his parents could do in terms of returning the cash settlement was to pay RSA £10,551.76. He said he still needed RSA to consider the cost of his parents' board whilst staying with their daughter, groceries and previous hotel stays. Mr P accepted our investigator's view about matching items and that his parents reluctantly agreed to AA being in a hotel. And he said he wanted the ombudsman to consider the laundry costs the family had incurred whilst they had been briefly placed in AA earlier in the claim along with their increased food bill for eating out. He calculated they were still owed £1,000 for these expenses. He repeated that the mould was a result of the water leak.

In January 2020 Mr P contacted RSA directly and made repayment of the cash settlement dependent on RSA meeting a number of conditions first. RSA told him it was unable to progress his claim without first being fully reimbursed. And it said the matters of the bathroom damage and policy reinstatement fell to be considered by an ombudsman.

RSA asked our investigator to refer the complaint for an ombudsman's decision.

Mr P told RSA he didn't trust it to proceed with the repairs if the cash settlement was returned so he said he was going to ask that an ombudsman consider all aspects of the complaint. Mr P listed seven issues he wanted an ombudsman to decide.

Whilst the complaint was waiting to be allocated to an ombudsman Mr P and RSA corresponded further about the mould and Mr P told our investigator in April 2020 that he intended to appoint his own contractor to look at it and provide a report.

In October 2020, Mr P notified our investigator that he'd just found another water leak coming from the same place as before so he thought it was linked but that RSA wouldn't help him because the policy had been cancelled. Mr P also provided an invoice from a contractor who'd come out in July 2020 to deal with the mould along with some photographs.

The complaint was passed to me and I issued a provisional decision in relation to it in November 2020. I made the following provisional findings and reached the following provisional decision:

"my provisional findings

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

It's not the role of this service to handle an insurance claim, yet I can see to a certain extent that is what we have ended up doing here. It's the role of this service – that now falls to me - to decide if RSA has treated Mr and Mrs A fairly in the way it's handled their claim for damage caused by an escape of water.

For ease of reference I will use the same headings here that the parties and this service have been using throughout the investigation of this complaint. I will also only be considering issues raised as a complaint and dealt with by RSA up to and including its third final response letter in August 2019. That means the complaints Mr P raised recently about RSA considering the costs associated with his parents' board at his sister's house, groceries, bills for eating out and laundry costs are all issues that he will need to raise with RSA first should he so wish, as I can't see it's yet had the opportunity to consider these complaints.

repairs/schedule of works/settlement

Escape of water claims can be some of the most stressful and protracted types of home insurance claims. From the evidence I've seen though, the damage caused by the escape of water to Mr and Mrs A's home was at the lesser end of the severity spectrum. The loss adjuster that inspected the damage a month after it was reported to have occurred, said that Mr P suggested the cause of the problem was the plumbing associated with the sink in the main bathroom which had been isolated and repaired before the visit. He also reported that Mr P was unable to state what had failed or what the cost of the repairs had been.

Crucially, the loss adjuster – a month after the leak – reported there was no damage to the bathroom itself.

The damage to the home office below was reported by the loss adjuster as minor. From the photographs I've seen I would have to agree. He said one of the two light fittings in the office had already been disposed of and that there was about 2m² of blistering to the wooden floor. He stated that Mr P had said the flooring had cost £18,000 but he'd got it cheaper and that the entire downstairs had been laid as a complete job.

I'm not going to say much more here about the damage or the repairs themselves. That's because RSA has prepared a schedule of works the extent of which is agreed by an independent surveyor appointed by Mr P to be a fair reflection of the work needed to reinstate the house. And I've seen the evidence of the damage caused by the leak and considered it against the schedule. RSA has, I think, done the right thing by agreeing to allow for the replacement of the whole of the downstairs wooden flooring despite only 2m² being damaged, the restoration (rather than replacement) of which was mooted at one point. But it has offered to replace it all and allowed for it on the schedule.

RSA, in line with the policy terms and conditions, first offered to settle the claim in late November 2018 and again in February 2019 by undertaking the necessary repairs or by paying Mr and Mrs A a cash settlement based on its own contractors' rates. That seems fair and reasonable to me. I can see though that Mr P has always preferred a cash settlement, has continued to dispute the costs and wouldn't let the contractors proceed. But I can't make RSA settle Mr and Mrs A's claim based on the estimates Mr P has obtained, or what Mr P's surveyor said it would cost, where RSA is willing to undertake the repairs itself. Only if RSA declined to undertake a repair would we expect it to cash settle based on quotes obtained by a policyholder.

So, I'm satisfied that RSA discharged its policy duty when settling Mr and Mrs A's claim for damage to buildings. Having ultimately said they would prefer a cash settlement, RSA sent Mr and Mrs A a cheque in excess of £13,000. But a few months later, Mr P said that actually Mr and Mrs A now preferred RSA to do the work.

When it cash settled the claim by sending Mr and Mrs A a cheque, RSA's liability under the policy was completely discharged. Insofar as Mr P may have been unhappy with how the claim had been handled or the settlement offered he was entitled to raise that as a complaint to this service. And if we thought RSA needed to do more then we would make an appropriate award.

RSA was under no obligation – having cash settled and ended its liability – to agree months later to this service's mediated request on behalf of Mr and Mrs A that it undertake the repairs. But I can see that it did agree to do so providing Mr and Mrs A returned the cash settlement in full. This was an entirely reasonable request – otherwise RSA would be indemnifying Mr and Mrs A twice for the same claim.

Mr P should be aware that, as things currently stand, unless the settlement is returned in full, RSA has no further liability for Mr and Mrs A's claim. That means it need do nothing more and I include engaging contractors so a start date for the repair can be given, or providing temporary accommodation or agreeing allowances for laundry, parking and food (all requests he has made the return of the cash settlement contingent upon). The return of the cash settlement isn't a conditional one though; if Mr and Mrs A want RSA to undertake the repairs the money must be unconditionally returned in full.

Mr P says RSA has been deliberately difficult about the claim but I've seen no such evidence. Mr P says that once the money is returned to RSA then it would delay everything. There is no evidence that it would.

So, Mr and Mrs A now have a choice. They can keep the cash settlement (and RSA's involvement in, and liability for, the claim is at an end) or they can return it in full and allow RSA to conduct the repair to their home. But RSA has treated them fairly and reasonably as regards the way it's assessed the damage, scoped the repairs and offered to settle the claim. I can't fairly make it do anymore.

alternative accommodation

Insurers will typically house their policyholders in AA when their homes are without essential washing and cooking facilities. At all times I can see Mr and Mrs A retained the essential services at their home. The damage was confined to one room only and was easily avoidable by the family when they went about their day to day tasks. I can see that RSA agreed at one point to place the family briefly in AA because of health concerns raised but once its contractors reconfirmed the house remained habitable it declined to offer it for any longer. From the evidence I've seen I don't think that was unreasonable.

RSA agreed that when its contractors carry out the repairs it will move the family into AA for their duration. That seems reasonable to me. Of course, if Mr and Mrs A don't return the cash settlement in full then RSA won't be carrying out the repairs, its liability under the policy will have ceased, and it won't be liable for placing the family in AA.

Should the cash settlement be returned in full and the repairs undertaken by RSA, then I think that given the repairs are due to last 5-6 weeks and short term lets of houses are

generally for a minimum of six months, placing the family in a hotel is fair and reasonable. I note that Mr P has latterly agreed that AA can be a hotel. I think RSA has addressed the issue of AA reasonably and I can't reasonably require it to do anymore.

disturbance allowance

A disturbance allowance is typically paid by insurers to their policyholders (and their family members) where they are without essential washing and/or cooking facilities. It is paid to reflect the additional costs - above and beyond a family's normal weekly expenditure - caused by the inconvenience of a claim. This service considers a payment of £10 per adult per day and £5 per child per day to be a reasonable starting point. But if a policyholder can demonstrate the additional expenditure they are incurring as a result of being without essential services is greater than (when compared alongside their usual costs) that then this service would expect an insurer to take it into account. I've not seen any evidence of such.

The family were without essential cooking facilities whilst they were in the hotel at the start of 2019. RSA paid them a disturbance allowance of £60 a day (£10 per person) whilst they were there to cover the additional costs they incurred above and beyond their normal weekly expenditure. That seems reasonable to me. At all other times the family home remained habitable and the family weren't without essential facilities so I don't think I can reasonably make RSA pay Mr and Mrs A anymore by way of a disturbance allowance. I know Mr P says RSA owes him a further £1,000 but the evidence I've seen shows that RSA has paid the family all it owes them for the duration of their hotel stay. Mr P hasn't said why or how he feels such a sum is owed to him or provided any evidence in support of his request.

There has been some mention during this service's involvement about making RSA pay a disturbance allowance – to cover food, parking, laundry etc.- whilst the family is in AA during the repairs. But that can only be considered if and when RSA places the family in AA (bearing in mind what I've said above).

matching sets

This relates to the 2 ceiling lights in the office and the two rugs. One of each was damaged and disposed of before the loss adjuster first visited. RSA has said it will pay for both the damaged light and the damaged rug. It's also said it'll pay 50% towards the cost of replacing the undamaged light should it be evidenced a match is not possible. This is in line with this service's approach to matching sets. RSA's said rugs don't form part of a matching set or suite so it won't contribute anything to the undamaged rug.

Mr P says the rugs were bought together, were the same and were in the same room. It's reasonable to say in such circumstances that there's been a loss of match. But the damaged rug itself has been disposed of and RSA has been unable to inspect it. But providing Mr P can show Mr and Mrs A did own a second rug, then I think it's fair that RSA should pay 50% towards the cost of replacing the undamaged one.

mould/medical issues

Mr P says that the mould in the office caused by the leak has affected the health of most of the members of his family. He says RSA are at fault for not dealing with the mould and for causing the health issues. He says at times his breathing has been affected and he's needed to check himself into a hotel to get away. He wants RSA to reimburse him for the hotel bills he's incurred. He has submitted some medical evidence for us to consider and

says that RSA should pay him compensation of £1,000 for the delays in RSA dealing with the mould and affecting the family's health.

I've reviewed the medical evidence provided and am afraid I can't see that the breathing problems reported for the family members are a direct result of the mould present as a result of the leak. I would need to see such evidence, and then find that RSA's actions had directly caused the problem, in order to hold it responsible for the health issues reported.

I can see that the mould was first mentioned to RSA by Mr P at the end of November 2018 in an email that principally dealt with chasing information about what the repairs would cost and stating that Mr and Mrs A had waited long enough for the claim to be settled. Mr P mentioned that the mould was growing worse with the delay. He said he wanted the claim progressed asap. RSA made its first offer of settlement about a week later (to cash settle based on its own rates or to carry out the repairs).

I set out in my background section above the investigations RSA undertook at the outset of the claim prior to accepting it was valid and I don't think those investigations were unreasonable in the circumstances. RSA was entitled to conduct them so I don't think there was any unreasonable delay between the loss adjuster visiting in mid-October and liability being accepted and the first offer of settlement being made in early December 2018. Mr P intimated a cash settlement was what Mr and Mrs A would prefer and I understand an allowance for dealing with the mould was included. So, I don't think it was unreasonable that RSA hadn't been out to deal with the mould prior to the beginning of December.

A few days after RSA's first offer Mr P disputed the costs that RSA had provided and went off to get some more quotes of his own. It was on presentation of these in early January 2019 that RSA appointed another supplier to double check its own figures in light of those put forward by Mr P. So, the focus of the claim after the end of November was on the cost of repair and the schedule of works. The next mention of mould came in an email on 12 February in which RSA confirmed that a specialist had been appointed to attend to deal with it.

From the file I can see that the specialist had offered an appointment that Mr P declined on 21 January, one on 28 January that he cancelled and two in early February where no-one was home.

Whilst I can see that there was a two-month gap between the only occasion Mr P mentioned the mould and the specialist arranging to attend, I don't think it's fair for me to make RSA pay Mr and Mrs A compensation in respect of that delay. Mr P indicated he was looking to cash settle the claim but not for the amount RSA had offered – hence him obtaining further quotes to send to RSA. I can see no further mention of the mould between the end of November and the specialist attempting to attend in January. If it had been a matter of importance to Mr P then I think he would've made every attempt to raise it again and to make himself available to allow the contractors access. I know he's said the 4-5-hour time slots given weren't specific enough but I think it's reasonable to expect that he could've made an attempt to make sure someone was available to give the contractor access. It's not unusual for contractors to give time slots for appointments.

RSA's contractor attended to encapsulate the mould in February and reported to RSA that it presented no risk to health. The specialist also stated that Mr P said he was topping up the heating system every month or so and that the external water meter continued to turn slowly

with all the appliances and taps switched off. The technician thought this suggested another issue.

Even after the mould was dealt with, Mr P continued to report there was mould at the house and that it was causing health issues. But I've seen no evidence linking the return of the mould to the original escape of water, or that the family's health issues were related to it either. The report Mr P commissioned into the mould contained no explanation as to how the mould came to be there. And I can't ignore that the specialist noted the water meter continued to turn even with all the taps and appliances off which indicates that there could be a leak elsewhere in the property.

Mr and Mrs A have a duty to mitigate damage to their home. RSA dealt with the mould that was caused by the leak. So, it's reasonable to think – particularly in light of what the specialist said – that any new mould is from another source which Mr and Mrs A have a duty to address but which could, in respect of the resultant damage, be a new claim. As I've said, there's no evidence I've seen linking the ongoing presence of any mould to this claim. That means I can't reasonably require RSA to contribute to any of the hotel costs Mr P incurred or make RSA do any more in respect of the mould itself. In any event, I note that Mr and Mrs A have recently had the mould dealt with.

report about mould

Mr P emailed RSA on 13 February 2019 to say he and his parents had been very patient with regards to waiting for RSA to sort out the damp/mould. He said he'd booked a company to come out the following day to do a full report and provide an estimate. He said the cost was £120. RSA responded to Mr P's email the following day to say it was unable to cover the cost of the report as its own contractors had been appointed so the report was un-necessary. In the same email RSA listed out the 4 attempts the contractor had made (as detailed above) to attend and deal with the mould. It said it felt every attempt had been made to try and visit and deal with the mould. So, it said it wasn't prepared to pay for the report.

I appreciate that Mr P says he was a full-time carer for his daughter and that he had work commitments. He says the four-hour time slots he was given weren't appropriate in his circumstances. I have to decide if RSA treated him fairly and reasonably when arranging to deal with the mould and, if not, whether it then needs to pay for the report.

Mr P has said he was unable to arrange to be home for some of the appointments because had to collect and deliver his daughter to school. Separately he has also said she is being home-schooled. And whilst I note that Mr P reports that his mother and daughter had to move out of the home and into his sister's home from the date of the claim onwards (meaning no-one other than him remained at the property) this seems, from the evidence I've seen, to be more from choice than necessity. And even if it was the latter, I think they could reasonably have arranged to be there for a short time to make sure someone was there to let RSA's contractor in.

So, it's unclear from the evidence why Mr P couldn't arrange for one of his parents or someone else to wait in for RSA's contractor for the few hours on one the days the appointments had been arranged for or why he couldn't be there himself. I think RSA did all it reasonably could from the middle of January onwards to attend to deal with the mould. Whilst Mr P is fully entitled to arrange for his own contractor to inspect the mould I don't think, in these circumstances, that I can reasonably make RSA pay for the cost of the report

produced. Not in any event when RSA's own contractors had been trying to attend to address the issue.

Unfortunately, there's an element of inconvenience attached to all insurance claims – including having to wait in to facilitate access to the property. It's not the fault of RSA that Mr P was unavailable for the four appointments. I think it did all it reasonably could and I can't fairly make it pay for the report when it wasn't necessary for the progression of the claim.

policy cancellation

RSA told Mr and Mrs A in its third final response letter that their policy was cancelled. Since this point they have been unable to obtain insurance elsewhere. It said it was cancelling it due to concerns about the accuracy and presentation of the claim and lack of co-operation – specifically in relation to the alleged damage to the bathroom. Mr P said he didn't respond to the loss adjuster's questions about the bathroom damage because RSA had previously told him it wouldn't correspond with him whilst his complaint was with this service.

I can see from the file that Mr P first raised the issue of damage to the bathroom tiles in an email to the loss adjuster in February 2019. He said: "I was advised by [the mould specialist], after having looked at the bathroom that the tiles are damaged and that I should make a claim on the tiles. I note that your loss assessors who attended the property on numerous occasions have not told me to make a claim for the floor tiles. I would therefore like to add the floor tiles in the bathroom to my claim." The loss adjuster responded to say he was obtaining further details from the mould specialist about its comments about the bathroom tiles.

But around June 2019, about the time the loss adjuster had said it was going to release the settlement cheque, it seems Mr P told RSA there'd been damage caused to the sink, bath panel, toilet seat and light switch by the escape of water. I've seen no evidence – contrary to what Mr P told our investigator – that RSA's mould specialist said that these items had been damaged. RSA asked Mr P about the new damage and no answer was forthcoming. Mr P has said that was because the complaint was with this service but I can see that, despite it being so, he contacted the loss adjuster once in June 2019 and twice in July 2019 to discuss other elements of his claim. So, I'm not persuaded he was unable to discuss the bathroom damage with RSA/the loss adjuster when asked to do so.

RSA accepts that the issue of damage to the bathroom floor tiles was raised by Mr P in late February 2019. But it says the additional damage he later added to the claim – which both he and RSA's surveyors/loss adjusters had stated previously didn't exist – was inconsistent with the type of claim he'd submitted. On challenging Mr P to explain why he thought the damage should form part of the claim Mr P didn't reply.

RSA says Mr P's refusal do so was in breach of the policy terms, one of which was to provide co-operation. It was on this ground it cancelled the policy. Whilst Mr P's lack of co-operation was indeed in breach of a policy condition, I'm not persuaded cancelling the policy without first warning Mr P that it would do so if he didn't co-operate was fair and reasonable. It would perhaps have been fairer to decline to consider the recently added bathroom damage until an explanation as to how it's occurred had been provided.

So, I think RSA should reinstate the policy subject to Mr and Mrs A first returning to it any premium it refunded/was due for the remainder of the policy year (I don't know if

Mr and Mrs A paid an annual premium or monthly by direct debit). I would like to be clear that without any balance of premium owed being re-paid, the policy will not be reinstated. It will also have to remove the record of cancellation from its own and any industry database. If Mr and Mrs A don't return the premium then RSA should at least amend the cancellation record accordingly.

RSA should also consider the bathroom damage Mr P has claimed for against the policy terms. Mr P should be aware that that doesn't mean RSA must accept the damage he's claimed for, only that it need consider whether it is liable for it under the policy terms.

I think that Mr and Mrs A have been caused some trouble and upset by the cancellation of their policy and the fact they have been unable to get insurance elsewhere because of it. For this I think RSA should pay Mr and Mrs A compensation of £200. When I consider how much compensation to award I take into account this service's general approach to such awards and, having done so, I'm satisfied that this amount is in line with awards we have made in similar circumstances.

my provisional decision

My provisional decision that I intend to uphold this complaint in part. I intend to require Royal & Sun Alliance Insurance Plc to do the following:

- *Pay 50% towards the cost of the undamaged light fitting;*
- *Subject to Mr and Mrs A providing proof they owned a second rug which was the same as the one which remains, pay 50% towards the cost of replacing the undamaged one;*
- *Subject to Mr and Mrs A repaying any refunded premium for the policy year in question, or paying the remaining outstanding premium if they were paying by direct debit, reinstate the policy for the rest of the policy year;*
- *Remove any record of cancellation from its own and any industry database. But if the premium is not returned and the policy not reinstated, amend the record of the cancellation to reflect the policy as being cancelled by Mr and Mrs A;*
- *Consider the claim for damage to the bathroom against the policy terms and conditions;*
- *Pay Mr and Mrs A compensation of £200 for the distress and inconvenience the cancellation of their policy caused them."*

Both parties disagreed with aspects of my provisional decision. RSA said it still disagreed that it should pay 50% towards the undamaged rug because there was no cover under the policy for matching items nor was there any known loss of match such that the value of one rug was affected by the loss of the other. It said the rugs weren't part of a pair.

In respect of my provisional finding about the policy cancellation, RSA said I'd clearly agreed that Mr P hadn't adequately accounted for failing to respond to its enquiries about why the additional bathroom damage he'd reported should form part of the claim. And it said I'd also agreed that he was in breach of the policy condition to co-operate with the claim. RSA referred to 3 emails it'd sent Mr P prior to cancelling the policy, asking him to explain why the additional bathroom damage should form part of the claim and which, it said, demonstrated that it'd given Mr P sufficient time to reply to its challenge and which warned him about the consequences of failing to do so and of committing fraud. So, RSA said it had correctly cancelled the policy. It also said that, as this was the case it shouldn't have to pay the £200 compensation I'd awarded provisionally.

Mr P replied to say there were two new leaks at the house, one of which he was sure was connected to the 2018 leak. As I had only recommended the policy be reinstated for the remainder of the policy year (up to August 2020) he wanted to know what would happen about these leaks as his parents had been unable to get insurance elsewhere. Mr P said he didn't think it was fair that his parents' policy was only reinstated for the policy year in which it was cancelled. Mr P sent in an independent report into the two new leaks and pictures of mould and rot above the ceiling.

Mr P reiterated a lot of the points he'd already made prior to my issuing my provisional decision. Insofar as he made any new points he said:

- RSA's loss adjusters never investigated where the leak came from;
- His own contractors have said the plasterboard in the study needs to come down to assess the true damage that occurred. RSA have made no allowance for this in its schedule of works;
- Mr and Mrs A only asked for a cash settlement when their quotes differed so greatly from RSA's;
- I said RSA first offered to settle the claim in November 2018 and again in February 2019 yet it only sent the cheque in the summer of 2019;
- Mr and Mrs A have decided to carry out the repairs themselves so they wouldn't be returning the cash settlement;
- Mr and Mrs A want clarification about what RSA intends to do with regard to AA whilst the repairs are carried out. And his daughter's home-schooling tutor will need to be accommodated within these arrangements. Both need to be sorted out before his parents accept the cash settlement;
- He wants me to consider potential delays caused by Covid-19;
- He wanted to me to reconsider his claim for an increase to the disturbance allowance whilst the family was briefly in AA. Mr P pointed out that he'd provided receipts. He said no laundry facilities were available at the hotel so how was the family meant to wash their clothes. And the family had specific dietary requirements that increased their food costs. Thus, it is clear RSA owe him a further £1,000;
- Regarding the matching rug, he'd sent RSA a video of the damage at the start of the claim (a copy of which he'd also sent our investigator) which clearly showed the two rugs before the damaged one was thrown away;
- Regarding the mould, Mr P said the independent report he'd had carried out recommended that the plasterboard be removed so that the brick could be exposed and the extent of the damage seen;
- He said RSA's contractor did come out to try and locate a second leak but had put it down to a faulty isolation valve in the expansion vessel which it said was his responsibility to repair;
- Had RSA taken his independent report into account and taken down the ceiling then it would've seen the poorly fitted overflow pipes from the hot water cylinder and have stopped the further leaks from occurring and further mould from growing;
- So, Mr P says there is a direct link between the 2018 leak and the two new 2020 leaks which he says occurred as a result of RSA's failure to take his independent report into account and take down the ceiling and plasterboard to fully expose the damage;
- I need to consider the health issues experienced by his family in light of this evidence and award appropriate compensation;

- Regarding the cancellation he said he saw no reason to co-operate with RSA's enquiries because the complaint was with this service and RSA has already told him it wouldn't answer his questions in light of that;
- He couldn't understand why RSA would renew the policy if it hadn't received a reply to its three emails only to cancel it two weeks later;
- I should increase my compensation award for all associated costs and stress.

Having considered the parties' responses to my provisional decision, I asked our investigator to write to them setting out my current thoughts about the policy cancellation issue and giving both a short time to respond prior to issuing this, my final decision. Our investigator put the following to RSA and Mr P:

"With regard to the cancellation of Mr and Mrs A's policy in August 2019, the ombudsman found provisionally that Mr P hadn't adequately accounted for failing to respond to RSA's enquiries about why the additional bathroom damage he'd reported should form part of the claim. And she also thought that Mr P was in breach of the policy condition to co-operate with the claim. However, notwithstanding either of these facts, the ombudsman provisionally thought that RSA's decision to cancel the policy without first warning Mr P of the consequences of his failure to co-operate wasn't fair or reasonable. Consequently, the ombudsman thought RSA should reinstate the policy (subject to Mr and Mrs A returning the policy premiums) and consider the claim for the bathroom damage, remove any record of the cancellation from its own or any industry databases and pay Mr and Mrs A compensation of £200 for the distress and inconvenience the cancellation had caused them.

In response to these provisional findings, RSA referred to 3 emails it'd sent Mr P shortly before communicating its decision to cancel the policy (the ombudsman understands that a copy of RSA's response has been forward to Mr P). The emails invited Mr P to explain why the additional bathroom damage should form part of the claim and warned him about the consequences of failing to do so. RSA also drew Mr P's attention to the fraud condition within the policy terms. RSA said in response to the provisional decision that the emails showed that it had given Mr P sufficient opportunity to reply to its enquiries and also that it'd warned him about the potential consequences of failing to do, which included committing fraud by virtue of exaggerating the claim.

Having considered what RSA has said the ombudsman is minded to find that RSA's decision to cancel Mr and Mrs A's policy was fair and reasonable in the circumstances. Her provisional decision to require RSA to reinstate the policy was solely based solely the fact RSA had failed to give Mr P the opportunity to reply or to warn him about the potential consequences of failing to co-operate. On review of RSA's response to her provisional decision however, the ombudsman is now satisfied that it did give Mr P sufficient opportunity to reply to its enquiries and that it did warn him – before cancelling the policy – about the consequences should he fail to do so. In light of the emails RSA has drawn to her attention, the ombudsman is of the view that she can't fairly or reasonably require RSA to reinstate the policy and consider the claim for the bathroom damage or pay Mr and Mrs A compensation of £200. It follows to that the ombudsman will not be asking RSA to remove the cancellation record form any internal or external databases.

In reaching this view, the ombudsman has also had regard to the comments made about this issue by Mr P in response to her provisional decision, however, the comments made merely repeat what Mr P has said previously and which were already considered by her in her provisional decision."

Mr P replied to our investigator and said he wasn't happy about the change to my findings about RSA's cancellation of the policy. He said he thought I'd already considered the three emails in my provisional decision and he wanted to know why I hadn't asked RSA why it took it months after he first raised the additional bathroom damage in February 2019 to ask him further questions about it in June 2019. Mr P also said he didn't know he had to answer RSA's questions because his complaint by then was with this service. And he said that the bathroom damage was only about £85 so he wasn't even bothered about it. He only raised it because he was told by the loss adjuster he could.

Mr P also said it was a coincidence I'd changed my mind about the policy cancellation since he'd mentioned the two new leaks. He questioned whether all his emails had been considered by me.

Mr P also set out again the chronology of events regarding his reporting of the bathroom damage, the three emails he received from RSA, the annual renewal of his parent's policy and its subsequent cancellation. He said he did reply to the first email (dated 13 June 2019).

Mr P also made some additional points about the actions of the loss adjuster to whom he reported the bathroom damage in February 2019 including the fact he never received a promised update. Mr P said the next contact from RSA about the bathroom was on 13 June 2019 by which time his complaint was with this service. He said our investigator never told him he was duty bound to respond to RSA's enquiries. He said when he sent RSA hotel receipts he wanted to claim for in July 2019 RSA told him it'd added them to the file and that it awaited our decision. Hence after 13 June he didn't feel bound to respond.

Mr P again queried why RSA renewed the policy if he hadn't been responding to its enquiries. And he said the 3 emails RSA had referred to had always been on the file so he couldn't understand why they had only just come to my attention.

Finally, Mr P said he wanted RSA to release its surveyor's reports to clarify the position regarding the bathroom.

RSA replied to our investigator and said it had no further comments to make on the issue.

The complaint was returned to me 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.

cancellation

The 3 emails RSA sent Mr P asking him about the bathroom damage were dated 20 June, 1 July and 30 July. The first drew Mr P's attention to the fact his signed witness statement from November 2018 made no reference to any bathroom damage which contrasted with Mr P's later attempt to expand the claim to include such damage. RSA referred to the policy's fraud condition which said where fraud is detected, including exaggeration, the policy may be rendered invalid and it may take action. In the email RSA said it was reserving its rights under the policy and in law and was placing the claim on hold until Mr P answered its questions. A second email about 10 days later reiterated the same point and a third stated

that, in the absence of a response, it had referred the matter to underwriters. The third FRL followed shortly after in which the policy was cancelled.

I've thought about what Mr P has said in response to our investigator's recent email explaining that I was minded to find that RSA's decision to cancel Mr and Mrs A's policy wasn't unreasonable but it's not persuaded me that I was wrong to do so. Whilst Mr P may have replied to an email sent by RSA dated 13 June, this email wasn't one of the three referred to by RSA. In the email of 13 June RSA told Mr P that there were no works scoped for the bathroom so it asked him how the toilet seat, bath panel and tiles were damaged (by the water leak). Mr P didn't say how the damage he was claiming for had come about saying only that RSA's contractors advised what needed replacing and why.

It was after this response that RSA reviewed its file and spoke to the contractors concerned neither of which had any recollection of any damage to the bathroom – as set out in its email to Mr P on 20 June.

I have to decide if RSA fairly cancelled Mr and Mrs A's policy in light of Mr P's failure to respond to its enquiries, spread over 3 emails, about how the bathroom damage occurred and why it should form part of the claim. And the gap between Mr P's first mentioning it to the loss adjuster in February 2019 and RSA next asking him about on 13 June doesn't alter my view that it did. The fact remains that RSA asked Mr P about the damage on three occasions - giving him the opportunity to respond - and he failed to reply, breaching the policy condition to co-operate. I set out provisionally why I thought he should have done so, despite his complaint being with this service, and nothing Mr P has said since has caused me to change my mind. It's not the role of our investigator to make sure that Mr P corresponded with RSA about the claim.

I would like to reassure Mr P that there's no coincidence or connection between him mentioning the two new leaks and my changing my mind about the policy cancellation issue. I have indeed considered all his emails. I note the copies of the ones he recently sent our investigator all of which are on our file and have been considered by me previously.

If Mr P is unhappy that the loss adjuster failed to update him as promised, he should raise this with RSA in the first instance. Similarly, he should contact RSA directly if he wants it to release its surveyor/contractor reports. These reports are business sensitive and confidential and typically aren't disclosed by insurers and I understand RSA has previously declined to share them with Mr P.

In RSA's third email dated 30 July it said it'd referred the matter to underwriters to consider. Policy renewals are usually put in place a couple of weeks before the renewal date. It's not unreasonable to think that the referral to underwriters came too late to halt the renewal.

matching sets

RSA's comments in response to my provisional decision were a repeat of the points it'd made on this issue prior to my making my provisional findings. Given the absence of any new evidence or arguments, I've not been persuaded that I should alter what I said provisionally about this issue.

Whilst I appreciate there's no matching sets cover under the policy, Mr P says the rugs were bought together, were the same and were in the same room. In such circumstances, it's reasonable to say there's been a loss of match. RSA is aware of this service's approach in

such situations. Where it can be shown that there's been a loss of match (and I think it's fair to say that two identical rugs can be said to match) – we say it's fair for the insurer to pay 50% towards the cost of replacing the undamaged items. Mr P has sent us a video taken around the time the damage occurred and, having viewed it, I can see there are two matching rugs in the room. Thus, Mr P has shown his parents owned a second rug so I think RSA should contribute 50% towards the cost of the undamaged rug.

two new leaks

As Mr and Mrs A's policy was cancelled in August 2019, RSA wasn't on risk when the new leaks were discovered. Consequently, there's no cover in place for them. I've thought about Mr P's comments that one of the two new leaks was actually a continuation of the first leak but I've seen no evidence that it was.

The report Mr P sent in from the heating engineer he had come out to take a look in December 2020 reports a potential problem with the hot water cylinder above the lounge ceiling. The leak reported by Mr P to RSA in September 2018 was from a sink in the bathroom above the study. So, I can't say the new report demonstrates in any way that either of these two new leaks is connected to the leak that's the subject of the 2018 claim. That means I don't think RSA needs to consider either of them as there's no cover in place.

And it's worth noting again that, on visiting in October 2018, RSA's loss adjuster considered the damage to be minor and that no assisted drying was necessary.

repairs/schedule of works/settlement

As I said provisionally, RSA's liability of this claim ceased when it settled it by paying Mr and Mrs A cash. RSA has agreed, following mediation by this service, to undertake the repairs if Mr and Mrs A so wish providing they return the cash settlement.

Between my provisional decision and this, my final decision, there has been some discussion about the actual amount that would need to be returned before the repairs would be arranged. I'm pleased to say a figure of £10,973.76 has now been agreed. For the avoidance of any subsequent dispute, I'll just explain how that was reached.

RSA paid Mr and Mrs A £13,158.76 in full and final settlement of their claim. This figure included an element for damaged contents, namely £1,915 (comprised of £200 for storage, £1435 for the desk and sideboard, £220 for the rug and £60 for the chair) with the balance being £11,243.76 for the buildings damage (excluding VAT but including an amount for the light fitting of £270). Clearly Mr and Mrs A don't need to return the contents element of the settlement to RSA, nor do they need to return the amount of the light fitting. On deducting these from the overall amount a figure of £10,973.76 is reached.

In response to my provisional decision Mr P said that Mr and Mrs A no longer want RSA to carry out the repairs so they wouldn't be returning the money to RSA.

Mr P's independent expert agreed that RSA's schedule of works encompassed everything that needed to be done. And the cash settlement was based on the agreed schedule. Mr P now says he has a contractor that says the plasterboard in the study needs to be removed to assess the true nature of the damage – but that this isn't included in the schedule of works. And his expert says that had RSA taken down the ceiling then it would've seen the poorly

fitted overflow pipes from the hot water cylinder and have stopped the further leaks from occurring and further mould from growing.

I've not seen any evidence that this is damage caused by the first leak in September 2018 such that RSA should be considering it as part of the original claim. But if Mr P has any clear evidence that the removal of the plasterboard and ceiling is required because they were damaged in the leak in 2018 then he should show that to RSA in the first instance so it can assess it.

Mr P says RSA's loss adjuster didn't investigate where the original leak came from. I've read the loss adjuster's report. He says he asked Mr P where he thought the leak was and he suggested that it had come from the sink in the bathroom but that Mr P was unable to explain what had failed nor was he able to tell the loss adjuster how much the repair had cost him (which had been done by the time the loss adjuster visited). I can see from the report that the loss adjuster inspected the bathroom and found no damage.

As there was no evidence of an ongoing leak, and as Mr P had said he'd had the leak fixed I don't think the loss adjuster reasonably needed to investigate any further.

I set out in some detail provisionally the sequence of events surrounding the offers to repair or cash settle the claim. I see no value in revisiting those events here. I agree that RSA first made a cash offer in November 2018 and paid the settlement to Mr and Mrs A in the summer of 2019.

alternative accommodation

Since my provisional decision was issued, Mr and Mrs A have decided to keep the cash settlement; there has also been some communication through our investigator about the provision of AA as a result of that decision. It has since been agreed between RSA and Mr P that RSA will pay the *reasonable* costs of either a hotel or B&B for the time the family are out of the home as a result of their own contractors carrying out the repairs. Alternatively, RSA has said that if the family chooses to reside with friends and family it will consider paying a disturbance allowance.

If the family moves out into AA it should let RSA know what type of accommodation and how much it is going to cost. Mr P has also said his daughter's tutor will be attending on week days. Mr P should send any receipts for AA to RSA for consideration. How much this is likely to cost is currently an unknown and I can't make RSA pay up front for an unknown amount. But I think RSA's offer is a reasonable one and I can't fairly make it do any more.

disturbance allowance

Mr P has repeated that RSA still owes Mr and Mrs A £1,000 for expenses incurred (including laundry) when the family was briefly in AA at the start of 2019. It's not clear to me, when at all times the home retained its essential facilities why Mr P says RSA should be made to pay for the family's laundry when that could be done at home. In any event, Mr P hasn't produced any new evidence to support why RSA should pay him this amount. I already considered the evidence on this issue prior to issuing my provisional decision. So, whilst I've noted what Mr P has said in response, he merely repeats points he's previously made and which have already been considered by me.

miscellaneous

I'm unable to consider here any future delays that may be caused by Covid-19. That's because RSA has settled this claim and its liability is at an end. And having looked at the claim, I'm satisfied that there weren't any delays to it caused by Covid-19 within the timeline that I've had to consider as part of this complaint. And as RSA has settled the claim and its liability is at an end it isn't responsible for the future progression of the reinstatement works. As I'm unable to comment on potential future issues there is nothing more I can reasonably add here. So, Mr P's comment in respect of this issue hasn't caused me to change my decision on this complaint.

I considered the family's health issues in my provisional decision. Mr P has submitted no new evidence since so there is nothing new for me to comment on or consider.

I provisionally concluded that RSA should pay Mr and Mrs A compensation of £200 for the distress and inconvenience caused to them by the unfair cancellation of their policy. As I have now decided that RSA didn't unreasonably cancel the policy in the circumstances it follows that I can't fairly require it to pay any compensation.

All insurance claims attract a certain level of inconvenience. That's to be expected. And where an insurer through its words or deeds makes an already difficult situation worse then this service can make it to pay compensation to a consumer. But here, I don't think that RSA has provided poor customer service or caused un-necessary delays such that I can reasonably require it to pay any compensation to Mr and Mrs A.

my final decision

My final decision is that I uphold this complaint in part. I require Royal & Sun Alliance Insurance Plc to pay Mr and Mrs A 50% towards the cost of the undamaged light fitting and 50% towards the cost of the undamaged rug.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs A to accept or reject my decision before 26 March 2021.

Claire Woollerson
ombudsman