

The complaint

Miss B and Mr I complain Royal & Sun Alliance Insurance Limited handled their home insurance claim poorly.

What happened

In February 2024 Miss B and Mr I's home and contents were damaged following a fire in a neighbouring property. They claimed for the loss against their RSA home insurance policy.

In summary they have been unhappy with how RSA has handled the claim and the work of its agents. Having lost trust in RSA's agent they are unwilling to allow others to visit their home to validate their contents claim or to undertake further cleaning.

RSA accepted the service provided by its cleaning agent, F, was below the required standard. It offered £300 compensation as an apology. It didn't accept Miss B and Mr I's complaint that F's staff had stolen jewellery from their home.

RSA said it understands Miss B and Mr I's reticence about letting its agents visit their home, but their policy terms require them to provide assistance in validating their claim. It said to do so its agent, G, would need to visit, otherwise the contents claim wouldn't progress. A further £450 compensation was offered by RSA in recognition of it delaying appointing a surveyor by about three months.

Unsatisfied with RSA's response to their concerns Miss B and Mr I referred their complaint to the Financial Ombudsman Service. They said four months after the fire they are no closer to settling the claim – with a surveyor only recently appointed and the contents of their loft, which they cleaned themselves, stored in a tent in their garden. They explained that the poor service and slow progress of the claim has caused them significant distress and inconvenience.

To resolve their complaint they would like their contents claim to be settled in full without RSA, and its agents, visiting their home again. They would also like to be provided with a skip to dispose of damaged contents.

Our Investigator felt it was reasonable for RSA to have appointed new agents. He said its request for a home visit to validate the contents claim was fair. He considered it reasonable that the missing items of jewellery be considered under a separate claim. The Investigator acknowledged RSA had, in part, handled the claim poorly. He accepted this had an impact on Miss B and Mr I but considered £750 to be fair compensation. So he didn't recommend RSA do anything differently. Miss B and Mr I didn't accept that outcome, so the complaint was passed to me to decide.

This decision doesn't consider Miss B and Mr I's concerns about the repair scope of work drawn up by RSA's surveyor. It wouldn't be appropriate for me to consider those points here. They were raised after the complaint was referred to this Service – and without RSA having an opportunity to respond. If Miss B and Mr I remain unsatisfied with the scope of repair they could consider raising a separate complaint.

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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Miss B and Mr I and RSA have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

First, I've considered Miss B and Mr I's complaint that F's staff stole their jewellery. It's not for me to decide if a criminal offence took place. That's something more appropriate for the courts. Instead I've considered RSA's response to Miss B and Mr I's concern. F has denied the theft. There isn't much to support F's staff being responsible for any loss. For those reasons I can't say RSA responded unfairly by not offering to consider the loss as part of this claim or by not compensating Miss B and Mr I for the items. It suggested they, if they wish to claim for the loss of the jewellery, make a separate claim. I consider that a reasonable response.

I've next considered Miss B and Mr I's objection to RSA's contractors visiting their home. I understand they weren't satisfied with F's work. I've reviewed the photos and videos they have provided. I accept the work was unsatisfactory.

Whilst I accept Miss B and Mr I have some valid concerns I'm not going to require RSA to settle the claim in full without it or any of its agents visiting their home. Unfortunately some suppliers do fail to provide an adequate service. When that does happen, I usually feel it's reasonable to allow an insurer to use first use the original, or an alternative, supplier to put things right. Whilst I have sympathy with Miss B and Mr I's overall experience, I don't feel so much has gone wrong that it would be unreasonable to allow RSA to use, should it wish, an alternative supplier to clean their property.

Neither do I feel it's unreasonable for RSA to use its agents or contractors for other claim actions – such as validation of the contents claim. RSA said before it settles the contents claim it would like an opportunity for its agent to inspect the items claimed for. This would be to see if they are repairable or beyond economical repair - and to consider their value. That's a reasonable request.

I understand Miss B and Mr I were told photographic evidence of the damaged items would be sufficient for their contents claim. It's unfortunate if they were given misleading information. However, that doesn't mean RSA's now making an unreasonable request. I've also considered the reviews they have provided for the agent RSA wishes to use. There are negative comments. But that doesn't mean the agent will provide them with a poor service. And to provide reassurance RSA said one of its staff will also attend.

Overall I consider RSA's request to be reasonable, common practice and in line with the terms of Miss B and Mr I's policy. So whilst I realise this will be frustrating for Miss B and Mr I I'm not going to, as they have requested, require RSA to settle their claim in full without any visits to their home.

Miss B and Mr I would like RSA to provide a skip for the disposal of their damaged contents. Any contents settled as damaged beyond repair usually become the property of the insurer. So it would be for RSA to decide how to deal with any items it paid a settlement for. For that reason I'm not going to require it to provide a skip.

Finally I've considered the compensation RSA's offered Miss B and Mr I - £750 in total. A claim of this nature, fire damage, unfortunately can be a difficult experience. But I can only fairly require RSA to pay compensation to reflect any additional suffering its responsible for through poor service. Its accepted F did provide a poor service and RSA delayed appointing a surveyor by several months.

I'm satisfied this caused distress and inconvenience for Miss B, Mr I and their daughter. I've taken into the health conditions they have reported and viewed the videos and photos provided. I've also considered their comments on the inconvenience of storing contents in a tent in their garden. But overall I'm satisfied £750 is fair compensation to reflect the additional and unnecessary distress and inconvenience I've found RSA responsible for.

Overall, whilst RSA has provided some poor service, I'm satisfied it's done enough to put things right. Its making a reasonable request to allow it to validate the contents claim. I realise this will be frustrating from Miss B and Mr I but I'm not going to interfere with this request.

My final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B and Mr I to accept or reject my decision before 17 December 2024.

Daniel Martin
Ombudsman