

The complaint

Mr M complains that Royal & Sun Alliance Insurance have declined to pay his future loss assessors fees.

What happened

Mr M had two building insurance claims with RSA - in 2014 for subsidence and 2017 for an escape of water which was believed to be related. Both involved our service to resolve.

However, there continued to be delays with these claims due to RSA's loss adjusters and in 2022 Mr M engaged his own loss assessor, Mr R, to assist him.

RSA have agreed to pay Mr R's fees up to date but are refusing to pay any future fees as they say they can now manage the claim themselves. Mr M doesn't have confidence in this and would like to retain his own loss assessor so he brought his complaint to us.

One of our investigators has looked into Mr M's complaint and she thought that RSA were acting fairly.

Mr M disagreed with our investigator's view, and so the case has come to me to review.

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 not upholding Mr M's complaint and I'll explain why.

Our role is to look at whether an insurer has acted fairly and fairly applied the terms of their policy. If we find that an insurer has made errors, we can direct that these are corrected and award compensation if appropriate.

It appears that as a result of Mr M's loss assessors' involvement, Mr M and RSA have reached an amicable resolution about how the claim is now to be progressed. RSA have agreed to deal with both the subsidence repairs and the escape of water damage as one and have returned Mr M's excess to him for the escape of water claim. Once the period of subsidence monitoring is over and the claim moves into the repair phase, the escape of water repairs will be completed alongside the subsidence repairs, presumably to avoid any duplication or having to re-do repairs.

I can appreciate that the length of time this claim has been ongoing will have been extremely distressing for Mr M, and I'm sorry to hear that during this time he has had to deal with the illness and loss of his wife on top of the delays and stress caused by RSA's loss adjusters. I understand that RSA have taken this on board and have provided feedback to their loss adjusters and also paid compensation to Mr M in respect of the distress and inconvenience caused. The only outstanding complaint issue is the future fees.

RSA have said in their final response that

“[Our loss adjusters] have approved the expenses for Mr R’s involvement up to now, to recognise the loss of confidence, concerns and oversight with the mitigation that should’ve been completed sooner under the subsidence claim”.

All communication will just be needed through [our loss adjusters], so if Mr M still requires additional support, they’ll be happy to provide this under the ongoing claim. Otherwise, there is still the option of privately funding Mr R for his continued involvement to oversee the remainder of the claim. It would be your responsibility for any additional expenses going forward”

I can fully appreciate that Mr M has not had a good experience with RSA’s loss adjusters to date and that he won’t necessarily feel great confidence them at present. However, a forward plan has been agreed, and I would expect that given the history, RSA would be closely monitoring this claim ensure that no further unnecessary delays occurred.

And so I can’t fairly say that it would be necessary for RSA to continue to pay Mr M’s loss assessor’s future fees at the present time.

That is not to say that that position might not change if further issues or errors arose, and Mr M again needed to engage his own loss assessor or have further reports undertaken. If this happened, he would have to take his complaint to RSA first.

However, given RSA’s commitment to progress the claim, I hope that this won’t be the case.

I appreciate this isn’t the answer that Mr M had hoped for but I hope it explains why I think this is a fair outcome.

My final decision

My decision is that I don’t uphold Mr M’s complaint, and Royal & Sun Alliance Insurance Limited don’t need to do anything further.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr M to accept or reject my decision before 19 December 2024.

Joanne Ward
Ombudsman