

## **The complaint**

Mrs H complains that Royal & Sun Alliance plc (“RSA”) is responsible for poor service in connection with a home emergency insurance policy.

## **What happened**

The Financial Ombudsman Service deals with a consumer complaint against one insurance company or other regulated financial firm at a time. Where the complaint is about a claim under an insurance policy, we treat it as a complaint against the insurance company that was responsible for dealing with that claim.

In our final decision we name that insurance company, but we don’t name any other company, brand or individual.

Mrs H had a policy in the name of an insurance intermediary. The policy covered her central heating boiler.

RSA was the insurance company responsible for dealing with claims. Where I refer to RSA or the insurer, I include engineers and others insofar as I hold RSA responsible for their actions.

After an initial visit in December 2019 RSA replaced the boiler’s expansion vessel. Within a couple of days, there was a leak of water through the kitchen ceiling and onto the laminate flooring. RSA stopped the leak.

Mrs H complained that RSA was responsible for causing the leak and damage to floor coverings.

In its final response letter dated 30 January 2020, RSA denied responsibility for causing the leak. Unhappy with that, Mrs H brought her complaint to us in February 2020.

Our investigator didn’t recommend that the complaint should be upheld. He didn’t think that the insurer was responsible for the damage.

Mrs H disagrees with the investigator’s opinion. She asked for an ombudsman to review the complaint. She says, in summary, that:

- There was no sign of a leak before the engineer came out.
- Up until the engineer did work on her boiler it was perfectly fine.
- 2 days later she got home to water pouring out of her kitchen light fittings.

## **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.

From what she says, Mrs H's boiler is upstairs above the kitchen. There was an expansion vessel, a filling loop and a scale reducer.

Mrs H had carpet on the stairs and landing. Throughout the ground floor she had laminate flooring that was ten years old and couldn't be matched.

Mrs H works for a plumbing firm. She says RSA replaced not only the expansion vessel but also the filling loop. She says that it's likely the pressure could've forced the scale reducer to open and therefore cause the leak.

In any event the leak followed shortly after RSA's visit. So I can see why Mrs H considers RSA responsible for the estimated cost of over £2,000.00 to replace the carpet and laminate flooring.

However, the policy contained the following exclusion:

*"2.9. **We will not pay for any filter or related device for the purpose of removing sludge, scale or other debris from **your** central heating or plumbing system, unless integral to the boiler."***

And Mrs H's limescale reducer was under the boiler. So I don't consider that it was integral to it. So the policy didn't cover Mrs H's limescale reducer and RSA didn't work on that part before the leak. And the scale reducer is where the leak came from.

There's not enough technical evidence to show that RSA's work (on other parts) fell below a reasonable standard – and thereby caused the leak.

Therefore I don't find it fair and reasonable to direct RSA to compensate Mrs H for the damage, distress and inconvenience caused by the leak.

### **My final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Royal & Sun Alliance plc to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 14 October 2020.

Christopher Gilbert  
**Ombudsman**