

## **The complaint**

Ms G and Mr T complain about the service provided by Royal & Sun Alliance Insurance (RSA) when they made a claim under their home emergency insurance policy.

All references to RSA include agents acting on its behalf.

## **What happened**

- In April 2021 Ms G and Mr T called RSA because their shower wouldn't turn off.
- An engineer attended and stopped the shower running. But a few hours later, water started coming through the ceiling.
- RSA said it couldn't provide an engineer until the next day. So, Ms G and Mr T called a third-party engineer. They said the previous engineer had isolated the cold water feed but left the hot water feed still active. This had caused the pump to leak and caused damage to the house.
- Ms G and Mr T complained. They said the leak had caused damage to the bedroom and kitchen ceilings, to a wardrobe and to the carpets.
- RSA issued its final response to the complaint in June 2021. It didn't think it could hold its engineer responsible for the leak as they'd resolved the immediate issue and it said it was an unfortunate set of circumstances that meant the hot water feed had started leaking after they'd left.
- But RSA said it should have arranged for another engineer to attend within four hours of the second call and that would likely have prevented some of the damage. So, it agreed to pay for the repairs to the water damage. It said its contractor would contact Ms G and Mr T directly to discuss this with them.
- RSA also reimbursed Ms G and Mr T for the amount they'd paid the third-party engineer and paid them £100 compensation for the distress and inconvenience this matter had caused them.
- Ms G and Mr T contacted RSA a week later to say they hadn't heard from RSA's contractor about the repairs. They then approached this service.
- Our investigator thought RSA should either chase its contractor to settle the matter or pay the cost of the damages direct. He also thought RSA should pay Ms G and Mr T another £100 for the delay in resolving matters.
- Ms G and Mr T agreed with our investigator's view but RSA didn't respond.

## **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.

The reasons for my decision are as follows:

- I don't think there's any need for me to consider whether RSA's engineer caused the damage to Ms G and Mr T's home. RSA accepted it could have done more at the time and it agreed to reimburse them for the cost of using a third-party engineer to resolve the issue. It also agreed to pay them £100 for the distress and inconvenience caused. Those amounts have been paid.

- RSA also agreed to pay for the cost of the repairs to the areas of Ms G and Mr T's home that were damaged by the water leak. But, for whatever reason, that hasn't happened and its contractor hasn't contacted them as expected.
- As RSA committed to paying to repair the damage caused by the water leak, I think it's fair and reasonable to expect them to do that.

### **Putting things right**

- Ms G and Mr T provided a quote for £330 to repair the main bedroom ceiling. Having seen that quote I think that's a reasonable amount to pay for the work that needs doing.
- They said they've now redecorated the kitchen ceiling themselves due to the time taken to resolve matters. And they've had the bedroom carpet professionally cleaned as well. Ms G and Mr T suggested RSA pay them £150 to contribute towards those costs and, again, I think that's a reasonable amount to pay for the work that needed doing.
- Ms G and Mr T also said that a panel on their wardrobe had been damaged by the water. They tried to replace the panel but that hasn't been possible. They asked a carpenter to look at it but they said the whole unit would need to be dismantled. Ms G and Mr T understand it wouldn't be fair to put them in a better position than they would otherwise have been due to RSA's actions. So instead of paying the full cost of a replacement wardrobe, which they said would be £2,200, they've suggested RSA contribute £600 towards that cost. And, in the circumstances, I think that's a fair and reasonable suggestion.
- So, in total I think RSA should pay Ms G and Mr T a total of £1,080 to reimburse them for the costs of repairing the damage caused by the water leak.
- I also think RSA should recognise the impact of the delay in resolving this matter. It's already paid Ms G and Mr T £100 for the distress and inconvenience caused by its poor service at the time of the incident. But I think it should also pay another £100 for the delay in putting things right.

### **My final decision**

My decision is that Royal & Sun Alliance Insurance should pay Ms G and Mr T the following:

- £1,080 for the costs involved in repairing the damage caused by the water leak.
- £100 for the distress and inconvenience caused by its delay in resolving this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G and Mr T to accept or reject my decision before 31 March 2022.

Richard Walker  
**Ombudsman**