

## The complaint

Mr and Mrs S are unhappy with how Royal & Sun Alliance Insurance Limited (“RSA”) dealt with a claim they made for a water leak on their Home Emergency Cover.

## What happened

The details of the complaint are well known to both parties, so I don’t intend to repeat them again here. Instead I’ll focus on providing my reasons for my decision.

## My provisional findings

I issued my provisional findings on this complaint on 12 May 2022. I said I intended to uphold the complaint and direct that RSA should pay to replace the cracked bath panel, in addition to the £100 compensation it had offered. I reached this conclusion for the following reasons:

- *Mr and Mrs S have said the leak came from dropped sealant which they subsequently fixed themselves. They’ve said they mentioned this to the engineers, but no action was taken.*
- *Not all issues will be immediately obvious, but I also wouldn’t expect repairs to be undertaken unnecessarily. The expert evidence available suggests that repairs were needed to the pipes, so while the dropped sealant may have also been causing water to leak while the shower was being run. I’m persuaded this wasn’t the only cause of the water leak.*
- *The pipe fitting broke whilst the leak was being investigated on the second occasion. It seems reasonable that the water supply would remain on so the cause of the leak could be located. It may simply have been an unfortunate occurrence that the fitting broke whilst the engineer was handling the pipework. I’ve seen nothing which suggests the engineer acted negligently or that they forcibly broke the fitting, so I’m not persuaded RSA need to cover the cost of repairing the resultant water damage.*
- *While I accept Mr and Mrs S’s point that had the engineer asked them if they knew where the stop cock was in advance of undertaking the trace, the resultant damage may have been less severe or avoided. I can’t say this is something the engineer should have done or that it should have been foreseeable to them that the pipe fitting might break – as this is outside of the remit of my role. Similarly, Mr and Mrs S have commented they weren’t provided with any advice about the water coming through the light fitting. Again, this wouldn’t be something for me to comment on. RSA has said that procedures are being reviewed in light of what happened, and this seems reasonable to me.*
- *Damage caused by escaping water isn’t usually covered by a Home Emergency policy. And while I can appreciate why Mr and Mrs S feel they shouldn’t have to make a separate claim for the water damage under their Home Insurance policy and*

*pay an excess. Based on the evidence available to me, I'm not persuaded this is something RSA need to cover under the Home Emergency cover.*

- Mr and Mrs S's bathroom was relatively new, and they have explained the bath panel was fixed to the wall with sealant. They had not had any reason to remove the panel before the leak happened.*
- It's not disputed an engineer was called to the property twice and as such, the panel would have been removed and refixed on the first visit. There are no notes from the first engineer which suggests they noticed damage to the panel on that visit. Had the damage been as extensive as evidenced, I would have expected this to have been noted.*
- Mr and Mrs S have provided detailed testimony regarding the visits and what happened. I find these to be persuasive and have no reason to doubt their recollection of what happened. As such, I'm persuaded that on refixing the bath panel on the first visit, it is more likely than not the engineer caused the crack. I think therefore it would be fair and reasonable for RSA to pay for this to be replaced.*
- RSA has accepted there was a delay in sending an engineer out initially and they have also acknowledged what happened would have caused Mr and Mrs S distress and inconvenience. Having considered everything, I'm satisfied £100 compensation fairly reflects the trouble and upset Mr and Mrs S have been caused by RSA's errors.*
- 

### **Responses to my provisional decision**

Neither party provided any further comments for me to consider by the deadline given in my provisional decision.

### **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.

Having done so, I see no reason to depart from my provisional findings. So, for the same reasons as set out above, it is my decision that this complaint should be upheld.

### **Putting things right**

To put things right RSA should do the following:

- Cover the cost of replacing the cracked bath panel. If Mr and Mrs S have already had this replaced, they should provide evidence of the cost to RSA. It should then pay that amount to Mr and Mrs S plus interest at 8% simple per annum from the date Mr and Mrs S paid for the panel to the date of payment.

- Pay Mr and Mrs S a total of £100 compensation.

### **My final decision**

My final decision is that I upheld Mr and Mrs S's complaint against Royal & Sun Alliance Insurance Limited. I direct it to put matters right as I have set out in the section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to

accept or reject my decision before 4 July 2022.

Alison Gore  
**Ombudsman**