

The complaint

Ms A has complained about Royal & Sun Alliance Insurance Limited (RSA). She isn't happy about the way it dealt with a claim under her home emergency insurance policy.

What happened

Ms A had a home emergency policy with RSA and made a claim after a leak from her bathroom toilet at her home address. When she called to make a claim under her policy she had difficulty getting RSA to send an emergency plumber to look into the issue initially. And when RSA's plumber did attend they said they couldn't fix the leak as a builder was required as opposed to a plumber. So, Ms A tried to get a builder to attend but they wouldn't attend such a small job. But when Ms A spoke to another plumber they couldn't understand why RSA's plumber hadn't repaired the leak as they simply replaced the pan connector and sealed the connection.

But when Ms A complained to RSA about this it didn't respond so she complained to this Service.

Our investigator looked into things for Ms A and upheld her complaint. This was because she asked RSA to provide information about Ms A's complaint and about the claim, but it didn't respond. So, she thought the fair thing to do was to pay the costs Ms A incurred for her own plumber and £150 compensation for the stress and delay all this caused her. And as RSA didn't respond the matter has been passed to me for 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.

Having done so I think the complaint should be upheld. I'll explain why.

As RSA hasn't responded to the various requests for information made by our investigator and her view upholding this complaint I've had to consider the complaint on the limited information before me.

Ms A has been very clear in her account about what happened and has provided evidence in support of her position, including invoices from her plumber explaining the work undertaken. And without any evidence or information to the contrary from RSA I'm persuaded by this.

Ms A has explained that RSA's plumber said he couldn't undertake the repair to the toilet that was causing the leak as a builder was required. And yet her own plumber was able to fix the leak by replacing the flexi pan connector and resealing the part. I can't be sure whether RSA's plumber would have undertaken all the work Ms A's plumber undertook in repairing the leak under her home emergency policy. But I feel it would be fair and reasonable, in the particular circumstances of this case, for RSA to pay Ms A's full costs (£686.69) which is under the policy limit. And it should pay simple interest for the time she has been without the money she paid.

Finally, I agree with our investigator that Ms A should be paid £150 in compensation for the clear stress, delay and inconvenience all this caused Ms A. She had to endure the problem for longer than she should have done and had the hassle and stress of organising the repair herself when her home emergency policy should have covered the claim.

My final decision

It follows, for the reasons given above, that I uphold this complaint. I require Royal & Sun Alliance Insurance Limited to pay Ms A £686.69, plus 8% simple interest from the date of claim until the date of settlement, and £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 29 August 2022.

Colin Keegan
Ombudsman