

## **The complaint**

Mr T and Mrs T complain that a repair carried out by Royal & Sun Alliance Insurance Limited (RSA) under their home emergency assistance policy caused further damage in their home.

Mr T and Mrs T's policy was administered by a third-party company but, for ease of reference, I'll mostly refer to RSA in this decision since it's responsible for the complaint.

## **What happened**

Mr T notified RSA of faults with two of his toilets in November 2021 and RSA's repairer fitted each of them with a new push button toilet kit. But on the same evening as the repairs were carried out, one of Mr and Mrs T's toilets started to leak and Mr T saw the cistern was cracked. Mr T says this happened because RSA's repairer had over-tightened a bolt he'd had to remove (and then refit) to replace the toilet kit. Mr T sent RSA a photo showing cracks coming from where the bolt had been re-fitted.

RSA said it would pay Mr T and Mrs T 50% of the cost of replacing the toilet as a goodwill gesture (since their home emergency insurance policy didn't cover the cost of replacing sanitary ware). Mr T and Mrs T initially accepted RSA's offer but, on reflection, thought it should pay the full cost of replacing the toilet. Mr T is also unhappy he had to chase RSA for updates.

So Mr T and Mrs T brought their complaint to us. The investigator who looked at it upheld it in part. He said it was more likely than not RSA's repairer overtightened the bolt, causing the toilet to crack under pressure. So he said it was fair and reasonable for RSA to pay Mr T and Mrs T the full cost of replacing the toilet. Our investigator didn't think RSA's response times in dealing with this problem were unfair, though, so he didn't uphold this part of Mr T and Mrs T's complaint.

Initially, RSA didn't respond to our investigator's view on the complaint, and Mr T and Mrs T didn't comment on it, so the complaint was referred for an ombudsman's decision. More recently RSA said it had no comments in addition to those it had already made.

In my provisional decision of 13 September 2022, I explained why I intended to uphold Mr T and Mrs T's complaint. Neither Mr T and Mrs T nor RSA has responded to my provisional decision, which has now come to me for a final 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, and for the reasons I gave in my provisional decision, I've decided to uphold Mr T and Mrs T's complaint. In my provisional decision, I said:

*"When Mr T first notified RSA of the fault with this toilet, I understand it was because it was continually flushing. From the evidence I've seen, the toilet wasn't leaking. It was only on the*

*evening after the repair that it started leaking. We have a photo from Mr T which he says was taken after the repair. It shows cracks coming from a central bolt at the bottom of the cistern. Both Mr T and RSA agree RSA's repairer would've needed to remove the bolt – and then refit it – to fit the new toilet kit.*

*Mr T says the cistern was cracked by RSA's repairer over-tightening the bolt. RSA's repairer disputes this and RSA says that, as the toilet broke after its repairer had left, it's "difficult to prove" if the repairer caused the damage. It also queries if the damage was "unavoidable" – on the basis that "given the material of the toilet it is not unknown for this to crack anyway".*

*I'm not persuaded by RSA's arguments. The toilet wasn't leaking before it was repaired. But Mr T and Mrs T noticed it was leaking on the same evening the repair was carried out. The photo of the cistern shows cracks coming from a bolt RSA's repairer had removed and then refitted to carry out the repair. When an insurer carries out a repair, we expect it to be an effective and lasting one. From what I've seen so far, RSA hasn't shown it carried out an effective and lasting repair on Mr T and Mrs T's toilet. From the evidence I've seen, I think it's more likely than not RSA's repairer overtightened the bolt, and then the pressure caused the cistern to crack and the toilet to leak.*

*So my current view is that the fair and reasonable outcome in the circumstances of this complaint is for RSA to pay Mr T and Mrs T the total cost of replacing the toilet. From what RSA says in its final response letter to Mr T, I believe this cost is around £240 but please could Mr T and RSA confirm this is correct.*

*Mr T is also unhappy with how RSA dealt with him after he reported the problem. RSA's internal notes say Mr T had to chase for updates on several occasions. They also say an email Mr T sent was indexed to the wrong file, which it seems led to a further delay and confusion. RSA's notes refer to Mr T as saying he's been "kept in the dark". And they describe him as being "very frustrated that he has to keep chasing for an update". So I intend to direct RSA to pay Mr T and Mrs T £100 in compensation for the distress and inconvenience its handling of this issue has caused Mr T."*

As I've mentioned, neither Mr T and Mrs T nor RSA has responded to my provisional decision. That means I haven't had confirmation about the cost of the replacement toilet – so this is something RSA and Mr T and Mrs T will need to agree. Having looked at everything else again, I see no reason to change the conclusions I set out in my provisional decision.

### **My final decision**

For the reasons I gave in my provisional decision, and which now form part of this final decision, I uphold this complaint and direct Royal & Sun Alliance Insurance Limited to pay Mr T and Mrs T the cost of replacing the toilet that had the cracked cistern (which it's my understanding is around £240). I also direct Royal & Sun Alliance Insurance Limited to pay Mr T and Mrs T £100 in compensation for the distress and inconvenience it's caused Mr T.

Royal & Sun Alliance Insurance Limited must pay Mr T and Mrs T these amounts with 28 days of the date we tell it they accept my final decision. If it doesn't, Royal & Sun Alliance Insurance Limited must pay interest on them at the rate of 8 % a year simple from the date of my final decision to the date of payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs T to accept or reject my decision before 21 November 2022.

Jane Gallacher

**Ombudsman**