

## The complaint

Mr L and Miss R are unhappy with Royal & Sun Alliance Insurance Limited's handling of a previous claim repair which they say led to further water damage to their property. This is under a home emergency policy.

I'll refer to RSA appointed representatives and third party contractors as RSA to avoid confusion.

## What happened

Mr L and Miss R's property had a leak which caused extensive water damage. Mr L did some research as he had a similar leak before and couldn't understand why the problem had occurred again. RSA had previously replaced an expansion vessel in 2019 when it had broken, and it was the same issue again when this leak occurred in 2022. RSA said the part was no longer under warranty as more than 12 months had passed. Due to issues with the service provided RSA offered £30 compensation. Mr L and Miss R didn't accept this and brought their complaint to this service.

Our investigator upheld the complaint. She said, based on expert comments, it was most likely that RSA incorrectly installed the expansion vessel in 2019 leading to the extensive water damage in 2022. Our investigator accepted RSA's point that it most likely copied the previous installation in 2019 but she felt it should have realised this was incorrect and installed the vessel correctly. She said RSA should reimburse the cost paid by Mr L and Miss R for the private repair they had carried out subject to the remaining policy terms and conditions. She noted the family had to spend time in alternative accommodation due to the damage and suffered upheaval, stress, upset and inconvenience over several months. Our investigator said RSA should pay £500 compensation for the distress and inconvenience caused. She also said it was unfair that this claim had been logged on the insurance central claim database, known as CUE (Claims and Underwriting Exchange). Our investigator said RSA should remove the claim record from CUE so future premiums aren't affected.

RSA didn't agree with this and asked for the complaint to be passed to an ombudsman 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.

Because of the leak occurring for a second time Mr L contacted an independent body of plumbing experts to get their opinion. He got a response explaining certain technical points about his specific system and the expansion vessel.

*"The expansion vessel must be connected onto the cold-water inlet side/inlet valve has a connection for this as this is where the expanded water will travel and not on the hot water outlet as was before and can be clearly seen in the image you sent. The pipe capped off should not be a 'T' as this provides a dead leg, this ought to be removed and made into a*

*socket/straight through pipe (second error). Installation/service must be by a G3 qualified installer. The damaged expansion vessels you have had are because of the higher temperatures applied at the HW outlet and therefore reducing their life and warranty, hence the rupturing and leaking. Expansion tanks should also have a flow through valve. Incorrectly installed system/components can lead to a risk of Legionella, as per your system.”*

Mr L said RSA hadn't correctly checked the installation. He said despite RSA referring to the 12 month warranty having already run out he wasn't talking about this he was talking about the fitting being done incorrectly and this was poor workmanship.

Mr L also got quotes from two plumbers and both said the same thing about the installation of the expansion vessel. One plumber said by email:

*“Manufacturers always state to have the expansion vessel on the cold mains to the cylinder, not on the hot side. I personally would say that the hot water would break down the diaphragm inside the vessel quicker than if it was on the cold due to the heat.”*

The plumber who Mr L used after the 2022 claim checked with the manufacturer of the system to clarify that the vessel had to be attached to the cold water feed. The manufacturer did confirm this was correct.

RSA said in response that it had only done the work in 2019 due to the children living in the house, and to deal with the system issues as quickly as possible. It said it should have declined the claim in 2019 due to poor workmanship and so it didn't need to take any further action now regarding this complaint.

I don't think that's much of a defence. It seems most likely that RSA did copy original mistakes when it carried out the work in 2019. But RSA uses its own experts and it should have either pointed out the problems and errors and asked Mr L and Miss R to put them right in 2019 or it should have put the problem right itself. To refit an incorrect system again incorrectly and claim that means it can't be to blame isn't fair and reasonable. Further, to claim now that because it did more than it needed to in 2019 means it doesn't have to do any more about the 2022 situation is unfair and unreasonable.

I don't know if RSA did work it didn't have to in 2019. But that isn't the issue I'm dealing with. What is most likely is that RSA did fit the expansion valve wrongly in 2022 and the expert opinion shows that is why the system leaked again within this relatively short period. So, I think Mr L was right when he suggested this was poor workmanship by RSA.

I think it would be fair and reasonable for RSA to reimburse the cost of the private repair Mr L and Miss R paid for subject to the terms and conditions of the policy.

Also, as its most likely this claim wouldn't have occurred if the work had been done correctly first time around RSA should remove the claim record from CUE and any other internal and external databases.

### **compensation**

This clearly was a very stressful and upsetting time for the whole family. And Mr L and Miss R feel the whole situation could've been avoided if RSA had dealt with the matter correctly first time around. I agree with that. It's most likely the original errors by RSA led to this larger and extensive water damage claim occurring to Mr L and Miss R's family home. Due to the leak flooding the property and the danger to the electrics, etc, the family had to move out. Their lives were in upheaval for several months. They found the whole

situation very stressful for them and their young family. I think £500 compensation for the distress and inconvenience caused is fair and reasonable in the circumstances.

### **Putting things right**

- reimburse the cost of the private repair Mr L and Miss R paid for subject to the terms and conditions of the policy;
- remove the claim record from CUE and any other internal and external databases;
- pay £500 compensation for the distress and inconvenience caused.

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### **My final decision**

I uphold this complaint.

I require Royal & Sun Alliance Insurance Limited to:

- reimburse the cost of the private repair Mr L and Miss R paid for subject to the terms and conditions of the policy;
- remove the claim record from CUE and any other internal and external databases;
- pay £500 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Miss R to accept or reject my decision before 29 March 2023.

John Quinlan  
**Ombudsman**