

The complaint

Mr C complains about Royal & Sun Alliance Insurance Limited (“RSA”) for repair works carried out at his property following a leak. He wants RSA to carry out like for like repairs and to pay him compensation for his inconvenience.

What happened

Mr C owns a property which was let to his tenant. He held landlord’s insurance which was underwritten by RSA.

In January 2022, Mr C submitted a claim under his home emergency cover for a leak from the property’s toilet. He described that the cistern had come loose from the wall and so had caused the fill pipe to detach and leak.

RSA accepted the claim and arranged for an engineer to attend.

The engineer attended the property and removed the cistern. The engineer described that the screws had sheered through the cistern wall and had cracked the porcelain. He therefore thought that the whole toilet unit had to be replaced. Mr C was asked to pay the costs of repair beyond the policy limit.

He later returned and fitted a replacement toilet and cistern, which was smaller and left an exposed area on both the floor and tiled wall where the previous toilet had been.

Mr C complained to RSA. He felt that the replacement of the whole toilet was excessive and had been done without regard to the aesthetic appearance of the bathroom.

RSA acknowledged his complaint in January 2022. In March 2022 RSA advised it was not yet able to respond to the complaint and provided details of our service.

Mr C complained to us.

In December 2022 RSA sent its final response letter. It did not uphold Mr C’s complaint and maintained that the cistern was broken before the engineer arrived.

Our investigator looked into this matter and set out their view to the parties. This was that the complaint should be upheld as the available photos did not show cracks to the cistern where the screws had been. They therefore thought that the cistern was damaged during removal. They recommended that RSA replace Mr C’s toilet with a similar toilet to the one removed, and refund to him the extra he had to pay for works. They also recommended he be paid £100 compensation for his distress and inconvenience.

Mr C accepted that view. RSA disputed the view and asked for an ombudsman 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.

I understand Mr C's concern here. From the available photographs it appears that the cistern was unbroken before it was removed but that it was detached from the wall and the leak was coming from the pipe.

RSA has responded to Mr C's belief that the engineer inflated the work that was required. My colleague addressed this and made no suggestion that the cistern was broken deliberately. RSA has argued that it is unlikely that the cistern was deliberately broken, and that it is unlikely that the toilet fitted in replacement is non-standard. RSA has not addressed my colleague's comments directly.

I accept RSA's comments that there is no evidence to suggest that the engineer deliberately broke the toilet to secure more work.

I agree with my colleague's assessment of the available evidence. I agree that the photos appear to show that the cistern was not damaged while it was on the wall, and so the damage that occurred seems likely to have occurred during the removal of the cistern, or after it was removed.

I do not have sufficient perspective from the photos to discern if the replacement toilet was smaller than the original or if it was non-standard in size. It appears to me that it was just of a different style, where rather than there being a distance between the cistern and the toilet bowl the unit was arranged more closely, meaning that the new toilet bowl was placed closer to the wall.

Overall, I consider that it is likely that the cistern leak could have been repaired at the time of the initial claim, but that it was broken during the engineer's visit. I think such a breakage is separate from the claim, unless it was inevitable, and I have not seen evidence that it was inevitable.

I therefore think that replacement of the toilet was the responsibility of RSA, as the breakage was likely caused by its agent. Consequently, the costs of replacement should be borne by RSA rather than Mr C.

Similarly, I think that following a breakage likely caused by RSA's agent, all efforts to replace with a like for like ought to have been made. If that was not possible then RSA should have agreed to make good the flooring and the wall tiles which no longer fit around the toilet.

I therefore uphold Mr C's complaint, and agree that RSA should put matters right.

Putting things right

As my colleague set out, in order to put matters right, RSA should refund to Mr C the additional costs he was required to pay, and should replace the toilet with one of a similar design and footprint to the one which was broken.

If it is not possible to replace the toilet with a like for like toilet, then RSA should arrange for (or offer a cash settlement to Mr C) making good of the flooring and wall tiles which are now exposed by the replacement toilet.

I also agree that Mr C has been caused distress and inconvenience by this matter, including by the length of time he had to wait for a response from RSA. I think that £100 compensation is appropriate to reflect this.

My final decision

For the reasons given above, I uphold Mr C's complaint and direct Royal & Sun Alliance Insurance Limited to:

- Refund to Mr C the additional costs of labour that he paid, to supplement the policy cover, with interest at a rate of 8% per annum;
- Replace Mr C's toilet with a similar size and style of toilet as he previously had (or alternatively to make good the floor and walls if replacement with a like for like toilet is not possible); and
- Pay to Mr C £100 compensation for his distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 7 June 2023.

Laura Garvin-Smith
Ombudsman