

## **The complaint**

Mr B has complained that Royal & Sun Alliance Insurance Limited ('RSA') declined a claim under his home emergency insurance policy following a water leak through the roof.

The term 'RSA' includes its agents, representatives, and contractors for the purposes of this decision.

## **What happened**

Mr B contacted RSA in November 2022 to say that water was leaking into the loft and lounge at his home from the roof above. RSA accepted the claim under the relevant home emergency policy. A repair was carried out by RSA's contractor some days later and three ridge tiles were replaced. Mr B said that he still had water leaking through the roof in 2023 following this repair.

A complaint to this service then resulted in an investigator's recommendation that RSA re-open the claim and progress it as a matter of urgency and that previously appointed contractors should not be reappointed for the repair. It was also recommended that RSA pay compensation of £500 to recognise the upset and inconvenience caused. RSA then agreed for Mr B to use his own contractor. Mr B's contractor completed the work in July 2023 at the cost of £1,300. The current complaint has arisen as RSA refused to reimburse Mr B as it considered that the invoice wasn't acceptable. The contractor failed to provide a more detailed breakdown of costs. RSA maintained its stance.

Mr B then referred his complaint to this service. The investigator upheld Mr B's complaint and recommended that RSA reimburse the full costs together with interest. She recommended further compensation of £200 for the upset and inconvenience caused by service failings. RSA didn't agree with the investigator's conclusions. The matter has therefore been referred to me to make a final decision in my role as Ombudsman.

## **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.

The key issue for me to determine is whether RSA acted in a fair and reasonable manner in declining to pay the contractor's invoice supplied by Mr B. I don't consider that it has, and I'll explain why. In reaching this final decision, I've also considered the parties' submissions as summarised below.

Mr B explained that water had continued to leak into his property from the roof area where RSA's contractor had carried out work in December 2022. He said that RSA contacted him to appoint the same contractors about whom he'd complained and asked them to find someone else. He had to chase the matter. Whilst he'd been happy to engage contractors that RSA had used for a previous claim, it had been *'unable to find a competent roofer although they haven't been able to tell us this and just left us hanging'*.

RSA then recommended that Mr B engage his own contractor. He did so and said he was asked only to send the invoice on completion. He'd tried to be diligent by sending through the estimate. He considered this to be detailed and asked if the works were covered and for RSA to settle the cost directly with the contractor. He'd asked for a prompt response as *'With large amount of rain we had yesterday for a prolonged period of time meant that we had quite a large amount of water coming into the property again.'* RSA had said that it would review the invoice for reimbursement in line with the policy terms and asked him to send the invoice or job report and proof of payment. Mr B felt he then had to proceed because the contractors had availability to attend to the repair and he needed to get it sorted. He said that the weather forecast was for further heavy rain and wind and that thankfully it went ahead *'as we had torrential rain and extremely heavy downpours for the following 48hrs.'*

Mr B said he'd used a reputable contractor whom he'd sourced from a trade checking service and said he wasn't expecting reimbursement for something that was over and above what the policy covered. He said the repairs related to cracked and slipped tiles and were *'no different to the repairs we asked the insurer to cover back in November 2022, they were happy to do this at that time.'* He said that the situation had arisen *'because of the poor workmanship of the contractors provided last time by the insurer and not completing the job to stop the leaking roof as they should and as they had reported.'* Mr B said that water had been leaking into the lounge for 9 months and should have been resolved at the outset. This had caused stress and anxiety. He'd also had to pay a lot of money upfront which he said he didn't have. He said that due to contractor *'incompetence'* and failings by RSA to resolve what was an emergency, he'd found his own solution as requested. He said that RSA hadn't asked for specific invoice details and had only stated their requirements after the event.

I now turn to RSA's submissions. Following the work carried out by Mr B's contractor in July 2023, RSA informed Mr B that it would only cover replacement or re-bedding of tiles if they were causing internal water damage. RSA stated that if tile re-bedding was needed due to slate removal, to replace a membrane, this wouldn't be covered and would be regarded as maintenance and not an emergency. It said it required *'further breakdown and understanding of why the work is necessary in terms of an emergency repair.'* It considered that the invoice supplied by Mr B's contractor was inadequate and outside the scope of the relevant policy. It said that the policy covered temporary repairs in home emergency scenarios. It added that *'when we complete a reimbursement review, we must ensure the works, material, hours utilised are in adherence with the policy terms.'*

RSA acknowledged that engagement of a private contractor had arisen in unique circumstances for Mr B but said that its usual reimbursement process was a separate issue and was *'a recognised business procedure'* and that a reimbursement *'can be agreed, in full, partially or declined on that basis.'* RSA said that an itemised invoice was key to making an informed choice. There were items on the invoice from Mr B's contractor that wouldn't be covered but as Mr B's contractor wouldn't provide a breakdown to compare with the policy, there was no means to provide a figure for reimbursement. It didn't think the requirement for a breakdown to be unreasonable.

RSA acknowledged that Mr B didn't want the contractor that carried out the work in December 2022 to return, and that it had no other available contractors and agreed for Mr B to engage his own contractor in view of the previous difficulties. Its notes indicated that, ideally, an invoice would need the invoice broken down into parts and labour. It also acknowledged that the policy covered broken, lost, or missing tiles. The aspects it considered it would cover were to remove tiles, including those *'with holes due to wear and tear over time causing the water to flow into the property.'* It would also replace any damaged tiles in the process, remove moss build up from the ridge tiles and loose cement

causing the leak to progress and re-bed ridge tiles to seal off any leaks to the property. It concluded that there was no documentary evidence to show the level and type of works.

The starting point for this final decision is the policy wording of the relevant home emergency insurance policy. The policy applies to emergency situations only and doesn't cover routine maintenance tasks. It also says that if it accepts the claim; *'it will source a suitable engineer to attend your home and endeavour to resolve the emergency'* subject to certain events. Under the heading 'Roofing' and what is covered, it states, *'We will provide assistance in an emergency following missing, broken or loose tiles causing internal water damage.'* There are also standard general exclusions to include damage caused by wear and tear.

In this case, the roofer's invoice shows that certain works were carried out, to include tile removal, re-bedding and replacement. It specifically mentions that these slates *'are damaged with holes due to wear and tear over time causing the water to flow into the property.'* It also includes the cost of a new membrane and batons to seal off any future leaks plus moss, loose cement and waste removal. The invoice shows a total cost of £1,300. It does also refer to a flu pipe but doesn't itemise any specific work in this respect. I note that RSA accepted that the policy covers removal and replacement of tiles, moss, and loose cement, but not the cost of a new membrane and batons. The invoice doesn't include what RSA would ideally have liked to see in an invoice, being a cost breakdown for each item. I'm satisfied however that it provides documentary evidence of work the contractor carried out.

It appears that RSA accepted a claim and carried out the initial emergency repair in December 2022. However, this repair was unsuccessful. In the circumstances, I consider that the onus was then upon RSA to assist Mr B to find a swift and appropriate solution. On the balance of probabilities, I consider that it was reasonable for a new membrane and batons to have been included in the July 2023 repair, to remedy the initial failed repair. It's very unfortunate that Mr B's contractor failed to provide a further itemised breakdown and didn't specify what, if any, flu repair works were carried out. Nevertheless, I'm satisfied that both Mr B and the investigator made reasonable efforts to supply this. I also note that Mr B had sourced the contractor through a trade checking service and had no reason to consider that he wasn't a reputable contractor. I conclude that on the available evidence, the work carried out by Mr B's contractor was directly related to an insured peril and reasonable in scope and should be reimbursed in full by RSA.

In terms of service issues, I consider that RSA would ordinarily have arranged for the works to be diligently and effectively carried out by its own contractor in December 2022. I'm satisfied in the circumstances that it would have been fair and reasonable for RSA to have been very clear about its invoice requirements, in particular as Mr B had sent through his estimate and asked for guidance before proceeding. Whilst RSA hadn't had much time to respond, I'm also persuaded by Mr B's submissions as to the reason why he felt he had to proceed quickly, due to the weather conditions and continued ingress of water. The matter had also been going on for several months. On balance, I consider that Mr B had been proactive in trying to understand what RSA needed and that RSA hadn't provided all fair and reasonable support to do so.

In conclusion, I consider that the invoice did provide reasonable detail of the work carried out and that it was work which RSA should reasonably have covered under the policy. I can also appreciate that RSA's approach to this matter has left Mr B in a difficult position, as he'd paid for repairs on the reasonable understanding that these would be covered by RSA. I'm therefore also satisfied that there were service failings here, and that it would be appropriate for RSA to pay Mr B compensation of £200 to recognise these failings.

## **My final decision**

For the reasons given above, I uphold Mr B's complaint and I require Royal & Sun Alliance Insurance Limited to do the following: -

- reimburse Mr B for the full cost of the invoice being £1,300.
- to pay interest on the cost of repairs calculated from the date Mr B paid this amount to the date of settlement, at 8% a year simple interest\*
- pay Mr B £200 compensation for the upset and inconvenience caused.

\*If RSA considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr B how much it's taken off. It should also give Mr B a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 8 October 2023.

Claire Jones  
**Ombudsman**