

## **The complaint**

Mr M complains that Royal and Sun Alliance Insurance Limited (RSA) poor handling, following a claim under his home emergency policy.

## **What happened**

Mr M discovered a leak coming from his kitchen tap. He contacted RSA to make a claim. There was a delay of five days before RSA sent an engineer who carried out a temporary repair. He advised that the kitchen tap would need to be replaced.

RSA later contacted Mr M and Mr M complained about the delay, as well as damage that had been caused to his kitchen cabinet. Mr M said that because of the delay in RSA sending an engineer out, this caused the additional damage.

In its final response, RSA accepted that there had been an avoidable delay and poor communication. For these handling errors it apologised and offered compensation for the trouble and upset caused of £120.

As Mr M was given his referral rights, he referred a complaint to our service, as he said that there had been damage to his kitchen cupboard, due to the delay. He felt that RSA should pay for the cost of replacing this. One of our investigators considered the complaint and thought it should be upheld.

He said that RSA needed to do more to address the damage caused. He said that the compensation offered was fair and in line with our guidelines. But as RSA accepted that there was a delay (with no reason given for the delay) then it was likely that damage was caused due to RSA not promptly sending out an engineer. Especially, as Mr M was unable to isolate the leak. So, he recommended that RSA pay for the repair or replacement of Mr M's kitchen cabinet.

Mr M accepted the view. RSA did not. It said that Mr M had told them during the claim that he had contained the leak and so he was able to prevent damage to the surrounding areas. Further, it said that from the photos of the cabinet, there was no evidence of water damage. Even if there was, the compensation payment would've covered this. But what the evidence showed, was wear and tear, namely chipping, not warping as would be expected, had there been water damage. Finally, the policy terms, had an exclusion that stated that no costs or damages that were indirectly caused by the event that led to the claim, would be covered. So, it asked for a decision from an 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.

I considered the complaint, and I thought the complaint should be partially upheld. I issued a provisional decision on 5 October 2023 and asked both parties to send me anything else by 2 November 2023. In my provisional decision I said:

*I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of the complaint.*

*Having done so, I intend to partially uphold this complaint. I understand that this is likely to be a disappointment to Mr M, but I will explain why I think this is fair.*

*I've considered all the evidence from both parties, as well as the comments made by RSA. The first issue I've looked at is that RSA said Mr M had informed them that he had managed to contain the leak, thus preventing further damage.*

*Mr M said that while he was waiting for RSA to attend, further damage was being caused to his kitchen. I asked RSA to provide me with further evidence to support its contention. It provided me with a list of questions that Mr M was asked regarding the damage and whether he was able to contain the leak. He confirmed that he had contained the leak: 'Are you able to contain the leak (with enough time to source a repair): Yes a few days.*

*I haven't been provided with any evidence from Mr M that could refute this. So, currently, I'm satisfied that Mr M was able to contain the leak and thereby mitigate any loss.*

*Further, RSA said that Mr M informed them that during the complaint call that there had been existing damage to the kitchen unit. But RSA confirmed that it was unable to locate the first report call recording. It said that this was because Mr M had called them on a withheld number, so it wasn't possible for it to trace the call.*

*As there is no agreement regarding this issue, we look at what is likely to have happened, given the evidence that we have. Mr M hasn't confirmed that there was existing damage, so I've had a look at the photos that were supplied to see if there is enough evidence that could show water damage.*

*RSA said that the photos of the damage showed that it was due to wear and tear (chipping) and not due to water damage. Having reviewed the photos that were provided, I can see that there appears to be chipping on the door front. RSA said that this proved wear and tear as water damage would have caused the door to have blown/warped. As chipping is present on the door, I'm persuaded that the damage is more likely as a result of wear and tear, rather than water damage. If, Mr M can provide expert evidence to the contrary, I will of course consider it.*

*Further, I asked Mr M to provide me with details regarding how much he had been quoted or paid to replace the kitchen unit, given what he said was the damage to it. He told me that he had not replaced the unit as it was still serviceable: I haven't done any repair- mainly due to the fact the unit is in a serviceable/workable condition.*

*RSA relied upon the policy terms, that effectively stated that it wouldn't be responsible for indirect damage that has been caused as a result of the event, that led to the claim.*

*Given that Mr M has confirmed that the unit is in a serviceable and workable condition, and I'm not satisfied at this stage, that the unit had water damage. I don't think it's reasonable or fair to direct RSA to repair or replace the kitchen unit.*

*However, RSA provided no reason why there was a delay of five days, before attending to Mr M's leak. And when assessing what is fair and reasonable in the circumstances, I think that the delay impacted Mr M's and caused him distress and inconvenience.*

*Consequently, having applied our services guidelines on compensation, I think it's fair and reasonable for RSA to increase the amount of compensation to a total of £150.*

*Taking all of the circumstances into consideration, and to put matters right, I intend to direct RSA, as indicated below.*

#### Responses to my provisional decision

RSA agreed with my provisional decision. Mr M did not. He said that he was unable to contain the leak at all and he had told RSA this.

He also said that as to the water damage, he was unwilling to provide expert evidence to confirm that it was water damage. He questioned how RSA had concluded (and that the ombudsman agreed with that conclusion) that water damage wasn't the cause of the damage to the cupboard. He submitted further photos of the cupboard and photos of the lack of damage to his other cupboards. He invited RSA and the ombudsman to have a look at his cupboards in situ.

He finally mentioned that he felt that his initial complaint had been ignored. And he had received no apology from RSA.

I have carefully considered all the points raised by Mr M and they have not changed my decision. So, I'll explain why. I should mention that our service does not attend policyholder's homes to have a look at any evidence. It is for the parties to provide the evidence that they wish us to consider. And for our service to assess the evidence on an impartial basis. And on the balance of probabilities.

Dealing with the issue of whether RSA had ignored his initial complaint. From the evidence, I'm satisfied that there was an unexplained delay by RSA. Once the complaint from Mr M had been reviewed by our service, all of the evidence was reviewed. Because of the delay and RSA's lack of response in this regard, I recommended that RSA increase its offer of compensation for the impact and the inconvenience caused to Mr M.

RSA has now confirmed that it accepts that more compensation ought to be paid for the delay and poor communication.

As to the lack of apology, I have reviewed the final response from RSA and on page four it states: *'I am therefore able to uphold this element of your complaint and would like to offer a one- off compensation payment of £120.00, in full and final settlement, as well as our apologies for your experience on this occasion.'* So, I can't agree that RSA had failed to apologise for its error. And I'm satisfied that it has agreed to increase the amount of compensation, which I think is fair.

Turning to the kitchen cupboard, Mr M has provided further photos in support of his comments that the damage caused to his cupboard was due to the leak. But he hasn't refuted the questionnaire, that he answered, when he initially reported the leak. He was asked whether he had been able to contain the damage, to which he replied yes.

I have reviewed all of the photos that Mr M submitted. Including the previous photos that he sent to RSA. Those first photos show chips on the cupboard door. The more recent sent photos have some chips that can be seen and some splitting. I asked Mr M to provide me

with expert evidence to support that the damage was definitely caused by the leak. Mr M said that he was unwilling to do so.

RSA had its claims team review the photos and it was its conclusion that the damage was caused by wear and tear. I accept that this was done on the basis of what could be seen on the photos that Mr M provided. Further, I have looked at the job card of the independent contractor who attended. I note that no damage is mentioned by him to the kitchen cupboard that was due to the leak. He does state that Mr M would require a new tap, as this was the source of the leak. Consequently, in the absence of any expert evidence that supports Mr M's comments that the damage was solely due to the leak, I'm unable to agree. So, I'm persuaded that the damage to the cupboard was as a result of wear and tear and not due to water.

Taking all of the circumstances into consideration, I don't think it's fair or reasonable for RSA to replace or repair the kitchen cupboard, for the reasons outlined. I do think however, it should pay Mr M £150 compensation for the inconvenience caused, due to the poor communication and delay.

### **Putting things right**

So, to put matters right, I direct RSA, as indicated below.

### **My final decision**

For the reasons given, I partially uphold this complaint.

To put matters right, Royal and Sun Alliance Insurance Limited to:

Pay Mr M £150 compensation for the trouble and upset caused.

Royal and Sun Alliance Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr M accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

If Royal and Sun Alliance Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr M how much it's taken off. It should also give Mr M 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 M to accept or reject my decision before 8 November 2023.

Ayisha Savage  
**Ombudsman**