

The complaint

Mr E has complained about how Royal & Sun Alliance Insurance Limited (RSA) dealt with a claim under a home emergency policy.

What happened

Mr E contacted RSA to send an engineer when the stop tap leaked at his property causing a large amount of water to leak from it. RSA said it would send an engineer within four hours, but the assigned engineer visited the next day instead.

Mr E complained, he said the delay had led to more damage to his home, which he wanted RSA to pay for. When RSA replied, it said the engineer should have attended sooner and offered £20 compensation as an apology. But it said it wasn't responsible for the damage to Mr E's home.

When Mr E complained to this service, our investigator upheld the complaint in part. He said the engineer should have visited sooner than he did and that £100 compensation more fairly reflected the inconvenience to Mr E caused by this. However, he said there was likely to have been damage, even if the engineer had attended within a few hours, so RSA didn't need to deal with the damage from the water leak.

As RSA didn't agree with the increased compensation, the complaint was referred to me.

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, I uphold this complaint in part. I will explain why.

When Mr E first reported the leak, RSA told him an engineer would visit within four hours. However, the engineer RSA allocated the job to told RSA he couldn't visit that day. Mr E seemed to find this out by phoning the engineer to find out what was happening when no-one arrived. Mr E later received a text from RSA that said it would find another contractor. However, this didn't seem to happen and the job was allocated back to the same engineer, who then visited the following day.

RSA has told this service its service level agreement said it would send an engineer within 24 hours. However, I note it told Mr E an engineer would visit within four hours. The engineer also visited more than 24 hours after RSA was first notified of the issue. RSA also told Mr E that it was an "*unnecessary*" delay and I also haven't seen evidence that RSA tried to find another engineer, who might have been able to visit sooner.

I think Mr E was caused inconvenience because RSA didn't send an engineer within the timeframe it told him it would and didn't keep him up to date. Mr E had to follow up with both the engineer and RSA to try and find out what was happening and RSA itself seemed to accept it could have done more to try and deal with this claim more promptly, including

because it seemed to have a number of engineers in the area Mr E lived. I'm aware RSA offered Mr E £20 compensation, but I don't think that fairly reflects the impact of the delays and Mr E having to chase RSA and the engineer. I think a total of £100 more fairly reflects the impact on Mr E, so I think RSA should pay this amount.

Mr E has also said the delays in sending an engineer caused more damage to his home. It's my understanding that it was a significant leak. The policy didn't cover property damage, which isn't unusual for home emergency policies. Although RSA gave Mr E a four-hour window in which the engineer would visit, RSA's service level agreement also meant it had 24 hours in which to send an engineer. I'm aware it missed both of these deadlines, but I haven't seen evidence that persuades me that had an engineer visited within the service level agreement timeframe, this would have made a significant difference to the level of damage. It's my understanding that it was a fairly significant leak and I think it was always likely to have caused the sort of damage that happened to Mr E's floor. So, despite the delay in sending an engineer, I don't think RSA needs to pay for the damage to Mr E's floor.

Putting things right

RSA should pay Mr E a total of £100 compensation.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld in part. I require Royal & Sun Alliance Insurance Limited to pay Mr E a total of £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 25 December 2023.

Louise O'Sullivan
Ombudsman