

The complaint

Mr B is unhappy with the way Royal & Sun Alliance Insurance Limited (RSA) handled his claim under his home emergency policy.

What happened

Mr B claimed under his policy, underwritten by RSA, when he found water leaking from around his shower. RSA said he didn't have a policy, so it took no further action.

Mr B called again the following day and RSA said a plumber would visit if he authorised payment in advance. But Mr B wasn't happy to pay for a call-out and possibly find the work wasn't covered, so he made his own arrangements for a plumber to attend. The leak was found in a pipe leading to the shower valve. The plumber fixed the leak and Mr B paid for the repair.

Mr B complained to RSA because he did have a policy, yet it hadn't handled his claim in an emergency. RSA responded to say Mr B hadn't given the correct policy information when he called, so it wasn't at fault for not finding his policy. Mr B brought his complaint to us.

Our investigator didn't think RSA had treated Mr B fairly when it asked him to pay for the work in advance, and she didn't think RSA had taken into consideration Mr B's lack of bathing facilities. Our investigator thought £100 compensation was warranted in the circumstances.

RSA didn't agree that compensation was warranted, and it said Mr B confirmed he had access to bathing facilities.

The complaint was passed to me to decide.

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've decided to uphold Mr B's complaint. I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. My role is to look at the evidence available and decide whether it's more likely than not that RSA handled Mr B's claim fairly.

Mr B confirmed that his complaint is about RSA's inability to find his policy details in an emergency, and its response that he was at fault for not providing the correct information. He was also unhappy that RSA only offered to send a plumber on a ring-fenced basis.

RSA didn't uphold Mr B's complaint because it said he provided inaccurate information which indicated his policy had lapsed. As RSA didn't think Mr B had a policy, his claim would never have been accepted, and it was correct to offer a ring-fenced option.

For clarity, the complaint is not about the claim outcome, which RSA has since settled.

I think the key issue here is whether RSA handled the calls as it should've done, and fairly, in the circumstances. I listened to the first call and Mr B initially accepted RSA's response that he no longer had a policy covering home emergency.

I asked RSA to provide any other call recordings it had. While it provided some calls, RSA was unable to locate a call recording which included any discussion about the ring-fenced payment or bathing facilities. The recordings did, however, include later discussion with Mr B about how to identify his policy when making any future claim to prevent the same problem happening again.

Of note in this call is that RSA told Mr B he needed to give the broker name and level of policy – I'll refer to this as PW Essentials – in order to identify his policy. But, on listening to Mr B's original call, he did in fact give that exact information. Therefore, it's not clear why RSA couldn't locate his policy when he needed emergency assistance.

I'm satisfied that Mr B gave the correct policy name and sufficient personal data for RSA to find the policy, and that it failed to respond to his home emergency claim appropriately. Therefore, I find that RSA didn't handle Mr B's claim promptly or fairly in the circumstances.

I've thought about the distress and inconvenience Mr B said RSA caused because of its poor handling of his claim. He described being without other bathing facilities while his water was turned off, and he was unhappy that RSA expected him to pay in advance for work which it might not cover.

In the absence of any call recordings to confirm what was discussed, I see no reason to doubt Mr B's recollection. There seems to be little dispute about the ring-fenced payment, and I can understand that Mr B preferred to make his own arrangements rather than pay a call-out charge for RSA with the possibility of that being in addition to a further charge from a private plumber. I consider this a shortfall because RSA should've been covering this under the policy without inconvenience to Mr B.

While Mr B doesn't dispute that he has other bathing facilities beyond the shower where the leak was, he said he had to turn the water off at the stop tap. Therefore, it's reasonable to accept that the other facilities wouldn't have been available until the leak was repaired.

Mr B accepted that £100 compensation was a reasonable sum to settle his complaint, but RSA didn't think he'd suffered any detriment because of its actions. As the evidence shows RSA failed to handle Mr B's claim fairly or promptly from the start, I'm satisfied that £100 compensation is warranted in the circumstances.

My final decision

For the reasons I've given, my final decision is that I uphold Mr B's complaint and Royal & Sun Alliance Insurance Limited must:

- pay Mr B £100 compensation for the inconvenience caused by its shortfalls in handling his home emergency claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 1 March 2024.

Debra Vaughan
Ombudsman