

The complaint

Mrs K complains about the poor service she received from Royal and Sun Alliance Insurance Limited (RSA), following a claim under her home emergency policy.

What happened

Mrs K held a home emergency policy with RSA. She contacted RSA on 27 June 2023. During the call Mrs K requested an engineer attend as there was an issue with her bathroom mixer tap.

RSA sent an engineer the next day. He found the mixer tap was faulty and required replacing. No repair was done, and no leak was reported from the engineer. The policy Mrs K held allowed for a temporary repair to be carried out. RSA said no temporary repair was available, so the only option was to replace the tap, the cost of which was outside the remit of the policy.

The next day Mrs K contacted RSA to report that water was coming through her light fittings from her bathroom mixer tap and causing further damage to her property. Mrs K found an independent engineer who attended and replaced the tap, for which she was reimbursed by RSA. She complained to RSA.

In its final response, RSA said Mrs K hadn't initially reported a leak. Its engineer hadn't seen a leak. It said the leak happened after the engineer's visit and as such any damage which had occurred, RSA wasn't liable for, under the policy terms and conditions.

Mrs K remained unhappy, and referred her complaint to this service, for an independent review.

An Investigator considered the complaint and thought it should be upheld. He felt RSA should've investigated the leak fully and this would've likely prevented damage to Mrs K's property. He recommended RSA to pay compensation of £200 for the trouble and upset caused and to repair the damage caused by the leak.

Mrs K accepted the view, RSA did not. It reiterated that no leak was initially reported by Mrs K, no leak was seen by its engineer. And the leak happened after the engineer visit. It relied on the terms and conditions of the policy, as it said it wasn't liable for the damage.

As the matter couldn't be resolved, it has been passed to me for a 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 considered the complaint, and I thought the complaint should not be upheld. I issued a provisional decision on 1 March 2024 and asked both parties to send me anything else by 29 March 2024. 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 not to uphold this complaint. I understand this is likely to be a disappointment to Mrs K, but I hope my findings go some way in explaining why I've reached this decision.

Mrs K complains that RSA failed to repair the leak from her bathroom tap. She said she reported the leak on 27 June 2023, when she called to inform RSA about an issue with her tap.

RSA sent an engineer, and he reported the following:

'1st floor bathroom found that the thermostatic tap mixer connects shower and bath is faulty and needs replacing.'

I note there is no mention of a leak. Mrs K said she was adamant she reported a leak during the call she made on 27 June 2023. RSA said the leak occurred after the engineer had attended and any resultant damage, it wasn't liable for given the policy terms and conditions.

I was provided with a copy of the call recording (which I've listened to) in which Mrs K made the first report specifically about the bathroom mixer tap. And in the call, Mrs K tells the advisor the following:

- *Upstairs tap should've been changed as there is no hot water.*
- *There is a cross over between the hot and cold water. A boiler gentlemen came and said it was the heat exchanger. Changed downstairs kitchen tap and there was a cold and hot water cross over. So upstairs (which is a mixer tap with a shower) same thing is happening. There is no leak (to the boiler).*
- *The boiler engineer isolated the upstairs tap.*
- *Both the upstairs and downstairs taps had issues. He has isolated the upstairs tap which was the problem, same as the downstairs. The boiler man has done this as a favour, so I can get water everywhere else. Not a boiler issue but a plumbing issue.*

I think Mrs K is also discussing the issues she had with her boiler and her kitchen tap. But from this evidence, I can't agree Mrs K tells RSA she had a leak coming from her bathroom mixer tap. I say this as she didn't report a leak, she reports there is a cross over between the hot and cold-water supply, which affected the boiler and led to the bathroom mixer tap, being isolated, so that she was able to have water everywhere else in her home. So, at the time of reporting the issue with her bathroom mixer tap, I'm persuaded Mrs K didn't report a leak. Further, as she repeated during the call, the tap was isolated.

RSA said when its engineer attended, the next day, he didn't report a leak from that tap. Consequently, I think it's more likely than not, the tap had been isolated and there was no leak from it. So, I can't see that the engineer did anything wrong here.

Also, on 29 June Mrs K reported there was a leak coming from her bathroom and going through her electrics. Having reviewed all the call records supplied, this appears to be the first mention of a leak coming from the bathroom mixer tap.

I've reviewed the policy terms and conditions to see what the obligations for the parties and what was agreed to. The policy states:

'We shall not be liable for costs arising from or in connection with: 6. Replacement or adjustment to any decorative or cosmetic part of any equipment. 11. Any other costs or damage that are indirectly caused by the event that led to your claim, unless specifically stated in the policy. 13. Any costs that would be more appropriately recovered under any other insurance.'

I think it's clear that any damage indirectly caused because of the event that led to a claim, won't be covered.

In summary, I'm persuaded Mrs K didn't initially report a leak with the bathroom mixer tap. RSA's engineer didn't note a leak. The leak happened after RSA's engineer attended and the damage caused to Mrs K's property, isn't covered under the policy.

Currently, I don't find RSA was unreasonable or unfair not to cover the cost of the damage caused to Mrs K's property. I understand this is likely to be a disappointment. If, however, Mrs K has any further evidence regarding her complaint, I will consider it.

Responses to my provisional decision

Mrs K did not respond. RSA had nothing further to add. So, my final decision, will be the same as the provisional decision.

My final decision

For the reasons given, I don't uphold Mrs K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 9 May 2024.

Ayisha Savage
Ombudsman