

The complaint

Mrs A complained about poor workmanship and delays with her home emergency claim with Royal & Sun Alliance Insurance Limited ("RSA").

What happened

Mrs A contacted RSA and made a claim when she noticed her taps in the kitchen were leaking. Mrs A was unhappy with the time it took RSA to appoint contractors. When Mrs A arranged appropriate access for the work to take place, RSA's contractors replaced the faulty taps with new ones which fixed the leak.

However, Mrs A was unhappy that her original taps weren't repaired and instead replaced with what Mrs A thought were inferior taps. RSA said it had replaced the taps in line with what's explained in its policy documentation.

A few days later, Mrs A contacted RSA again. She said that the contractors had cracked her sink when making the repairs. She said her units below were water damaged and she thought her whole kitchen would need replacing as the same units wouldn't be available. RSA refuted its contractors had caused the damage and it didn't think there was evidence to prove this.

Mrs A complained about the time it took for the repairs. RSA acknowledged this and offered £50 compensation for poor service.

Our investigator decided to partly uphold the complaint. Whilst he thought RSA had acted according to its policy in replacing the taps, he did think it was most likely RSA's contractors damaged the sink, so he asked RSA to rectify this. He also thought there were unnecessary delays, so he awarded an additional £100 in compensation for the distress and inconvenience caused. RSA disagreed, so the case has been referred to an ombudsman.

My provisional decision

I made a provisional decision on this on 14 May 2024. I said:

"Mrs A said the taps didn't need replacing and could be fixed. Whereas RSA's appointed contractor said the taps did need replacing to stop the leak. Given RSA appointed a plumber for the task and he's an expert in this area, I've placed more weight on this viewpoint than on Mrs A's own testimony as she hasn't indicated she is a qualified plumber. Mrs A also hasn't provided any evidence to support her viewpoint.

RSA said it had acted in line with its terms and conditions. Having checked these, it is states:

"We Do Not Cover:

18. Like for like replacement of bespoke or non-standard items"

In other words, RSA aren't expected to install the same type of taps or even replica taps. RSA just need to provide a temporary fix, which is what it did. So, I don't intend to uphold

this part of the complaint. I think RSA fulfilled its obligations under the policy.

I've considered whether I think RSA's contractors caused damage to the sink when they replaced the taps. I think at this point it's important to point out that my role is to assess any evidence that exists and use it to inform any decision I make. In these circumstances, I feel it is simply one word against another, with no factual evidence provided. I appreciate Mrs A said the crack was caused by RSA's contractors. But RSA, have refuted that their contractors did cause this.

I've considered what's likely. The contractors could've caused the crack, but equally, if they did, I would've expected Mrs A to notice it earlier. Instead, it was four days until she reported it. I've also considered the claim Mrs A is making, she said the inside of her cupboards are badly water damaged. I think if this is the case then it's likely the leak has either been there a long time or the leak was so bad it would've been noticed immediately. Therefore, on balance, I think it's unlikely the sink was damaged by the contractors. And as no evidence exists to suggest it was, then I don't intend to uphold this aspect of the complaint.

Finally, in respect of the delays, RSA has accepted our investigator's recommendation of £150 compensation. Mrs A didn't comment on this in her response, which would normally mean the consumer had no issue with this. So, I think in the circumstances and based on the parties' own commentaries, it seems this is fair. Therefore, I intend to uphold this part of the complaint and increase the level of compensation by £100 to £150 in total".

Responses to my provisional decision

RSA accepted my provisional decision, and it didn't have anything further to add.

Mrs A didn't respond to my provisional 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.

Given neither party has provided any new information, I see no reason to change my provisional decision.

My final decision

My final decision is that I uphold this complaint. I require Royal & Sun Alliance Insurance Limited, pay Mrs A:

- £100 compensation – for distress and inconvenience (RSA should pay the original offer of £50 as well if it hasn't already).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 26 June 2024.

Pete Averill
Ombudsman