

## **The complaint**

Mr P complains about how Royal & Sun Alliance Insurance Limited (RSA) dealt with claims under his home emergency policy, one for a drainage/plumbing issue and one for electrical supply issues.

References to RSA in this decision include their agents providing services under the policy.

This decision covers two claims set out above, both the subject of complaints to RSA, who issued separate final responses. As Mr P brought both issues as part of his complaint to this Service, initially the drainage/plumbing issue and then the electrical supply issue, this decision covers both aspects. For ease of reference, the rest of this decision will set out each aspect separately before I set out my decision on the complaint as a whole.

## **What happened**

Mr P had a home emergency and breakdown policy, insured by RSA.

### *Drainage/Plumbing Claim*

In December 2022 Mr P noticed a strange smell coming from his bathroom. He contacted RSA, who sent out a plumber (L) to investigate. Mr P said the plumber advised a new air admittance valve was required and would return the following day to fix the issue. Mr P took a day's leave, but the engineer didn't return. Mr P said this happened several times over the course of the following three to four weeks. He then engaged his own engineer who visited and said the issue was actually with an external pipe on the roof.

Mr P contacted RSA again, but they said the issue wouldn't be covered under the policy, but he could take up a Further Works Quote (FWQ) from L should he wish the work to be carried out privately. Based on what his engineer told him about the issue, compared to what L told him, Mr P complained to RSA.

RSA upheld the complaint. In their final response they said there was a delay issuing the FWQ to Mr P and while the work wasn't covered under the policy, RSA couldn't see they'd informed Mr P until he contacted them about the electrical supply claim at the beginning of January 2023, when he was told he would either have to make a claim under a home insurance policy or pay to have the work carried out privately. RSA said this delay wasn't acceptable and offered £30 compensation.

Unhappy at RSA's response, Mr P complained to this Service. He said he'd had to pay £250 to have the issue resolved. He wasn't happy at the compensation offered by RSA and wanted additional compensation for what happened.

Our investigator didn't uphold Mr P's complaint. While Mr P believed the issue was with an external pipe on the roof, the investigator hadn't seen evidence to support this and therefore whether there was an insured event under the policy. While it appeared L agreed to return and replace the valve, RSA hadn't managed Mr P's expectations. But they acted fairly in offering £30 compensation.

### Electrical Supply Issue Claim

In November 2022 Mr P contacted RSA to report electrical supply issues at his property including fuse board tripping. RSA validated the claim and contacted Mr P to see if he still required assistance, which he did. A contractor (P) was assigned to the job. P had engineer availability issues and in the circumstances RSA agreed to provide alternative accommodation, within the policy limit of £250.

An engineer was scheduled to attend in January 2023 but wasn't able to access the property as no one was home. Mr P disputed this and the time the engineer attended. A rescheduled appointment was requested, and P re-attended the following month, but again weren't able to gain access to the property. While the policy terms and conditions only provided for one instance of alternative accommodation, a further reimbursement of alternative accommodation was approved (£110) as an out-of-policy goodwill gesture.

Unhappy at what happened, and the time taken to respond to the issues he'd raised, Mr P complained to RSA. RSA offered £175 compensation for delays in responding to the issues he'd raised. Mr P asked for further compensation, but RSA maintained their offer, which he then accepted (confirming his bank details).

RSA subsequently confirmed their uphold of the complaint in a final response. While they concluded P's failure to gain access was due to Mr P not being available, there was a missed attendance by P. RSA also said that if Mr P could provide evidence of the issue being resolved using his own engineer they'd consider reimbursing him. RSA said they received evidence to support costs incurred by Mr P in resolving the issue (£400) which they accepted and settled.

Mr P then complained to this Service, saying what happened had caused him considerable distress and inconvenience. He didn't consider RSA's compensation of £175 sufficient.

Our investigator initially didn't uphold the complaint. She thought it fair for RSA to reimburse the cost of resolving the issue and paying for alternative accommodation. While there had been missed appointments due to Mr P not being available, there were delays in scheduling an appointment and one occasion where an engineer didn't attend. In the circumstances, RSA's offer of compensation was fair.

Mr P made further representations about what happened and the impact on him. Having the electrical system tripping made him reluctant to use facilities he thought led to the tripping, including the shower. He used shower facilities at friends/relatives for a seven-week period while waiting for an engineer appointment. The investigator didn't think RSA prioritised the claim as they should have done, nor address the safety concerns expressed by Mr P. Given the degree of inconvenience, she thought RSA should increase their compensation award from £175 to £300.

RSA disagreed with the investigator's view and asked that an ombudsman review the complaint. They thought their compensation award and reimbursement of additional alternative accommodation was fair in the circumstances, noting Mr P had previously accepted the award.

Mr P also disagreed with the investigator's view and requested an ombudsman review the complaint. He didn't think £175 compensation was sufficient for the missed

appointments and he had no hearing throughout the winter and wasn't able to shower at his property as there was no hot water for a significant period.

### **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.

My role here to decide whether RSA has acted fairly towards Mr P.

#### *Drainage/Plumbing Claim*

From what I've seen, when Mr P contacted RSA they sent L to investigate the issue on the basis they thought there was a blockage. However, the RSA case notes indicate the plumbing was found to be free flowing. As such, RSA didn't consider this an emergency situation (bad smells weren't covered under the policy). Any work (FWQ) advised wouldn't be covered under the policy, but it would be for Mr P to decide whether to pay for the work to be carried out.

RSA acknowledge there were delays and errors during the claims process, including a delay in L raising the FWQ and then their telling Mr P the claim wouldn't be covered under the policy (RSA claim notes indicate Mr P wasn't told about the work (FWQ) not being covered until he contacted RSA at the beginning of January 2023 to query his claim for alternative accommodation under the electrical supply issue claim). Looking at the policy terms and conditions, they wouldn't include cover for a bad smell and given the indications L found the plumbing free flowing, this would be consistent with the situation not being an emergency.

Our investigator asked Mr P to provide evidence to support costs incurred, as he maintains, in fixing the issue (when he first contacted this Service to make his complaint he said he'd paid £250 in April/May 2023). However, I've not seen any evidence or information to corroborate this. So, I can't conclude the issue (and its resolution) should have been covered under the policy and RSA acted fairly and reasonably in declining to cover the claim.

RSA's final response letter issued in November 2023 (provided by Mr P when bringing his complaint to this Service) states RSA awarded £30 compensation – although subsequent correspondence from RSA (and their contact notes for January 2023) would seem to suggest the figure was initially £60. I've taken the £30 figure in the issued final response is the correct figure and looking at the circumstances of the case, I've concluded it is fair and reasonable, so I won't be asking RSA to increase or make a further award. But they should make payment of the award if they haven't already done so.

#### *Electrical Supply Issue Claim*

Looking at what happened and the available evidence and information in this case, the views of Mr P and RSA differ significantly. RSA haven't provided their full business file on the case, though it was requested by our investigator. So, I've had to base my findings and conclusions on what Mr P and RSA have provided.

It's clear there are differing opinions, both in terms of the number and timing of appointments offered and/or missed and whether due to the property being unoccupied when an engineer attended or an engineer not attending (when it was occupied). What does seem clear is that there were issues with the availability of an engineer to attend and RSA accept there were delays providing an appointment(s). It also appears, given RSA ultimately reimbursed Mr P for the cost of engaging his own engineer to fix the issue, that RSA (P) weren't able to fix the issue themselves. This would have caused distress and inconvenience to Mr P.

Mr P has set out the impact of what happened. He says he was without heating and hot water for an extended time over the winter period, necessitating showers at friends/relatives. However, I'm not persuaded the evidence available supports that degree of inconvenience – which if it were the case would be very significant. Had it been the case, I would have expected RSA to have treated the case with more priority/urgency than the evidence available would suggest – particularly given the presence of small children at the property. And I've not seen any evidence other than Mr P's representation that his property was continuously without heating or hot water for a period approaching two months, although I've seen an email from Mr P to RSA that mentions the electrics issue affected his boiler.

I've also noted RSA covered the cost of alternative accommodation, first to the policy limit of £250 over the New Year period and a second later. As the policy limits alternative accommodation to one instance per claim, the second payment was a goodwill gesture alongside the £175 compensation they awarded.

RSA say Mr P accepted the offer, after some discussion that it should be higher. While this appears to have happened around April 2023, RSA's final response wasn't issued until November 2023. That being the case, Mr P had the right to refer his complaint (and that regarding the drainage/plumbing issue) to this Service within six months of the issue of the final response(s). While Mr P only raised this element of complaint after our investigator issued their initial view of the complaint about the drainage/plumbing claim, it was within six months of the separate RSA final response (also issued in November 2023). Having done so, then our Service is able to consider both issues as part of his complaint.

While I'm not persuaded of the degree of disruption and inconvenience Mr P has told us (the loss of heating and hot water for a seven week period), having to make alternative arrangements for showering would have been inconvenient. Taking this into account alongside the delays and missed appointment(s) acknowledged by RSA, I think this would have meant disruption over several weeks. Taking these factors into account alongside the published guidelines from this Service on awards for distress and inconvenience, I've concluded £300 would be fair and reasonable compensation in the circumstances of this case. As RSA have already paid £175 compensation then they should make a further payment of £125 (making a total of £300).

### **My final decision**

For the reasons set out above, my final decision is that I uphold Mr P's complaint in part. I require RSA Insurance Company Limited to:

- Pay Mr P £30 for distress and inconvenience in respect of his claim for drainage/plumbing issues (if they haven't already paid this amount).
- Pay Mr P an additional £125 compensation for distress and inconvenience in respect of his claim for electrical supply issues (making a total of £300).

RSA Insurance Company Limited must pay the compensation within 28 days of the date we tell them Mr P accepts my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 20 August 2024.

Paul King  
**Ombudsman**