

## **The complaint**

Mr S complains that when he made a claim under his home emergency cover for a leaking toilet the engineer sent by Royal & Sun Alliance Insurance Limited only isolated the feed pipe into the toilet, rather than carrying out a full repair.

## **What happened**

Mr S has household buildings and contents cover for his home which is underwritten by RSA. He'd chosen to add Home Emergency Cover to his policy. When he took out his policy in November 2023 this provided cover up to a limit of £500 with no policy excess.

RSA use another company to administer their home emergency cover, but for ease of reading I'm going to refer to all arrangements being made by RSA.

In the summer of 2024 there was an escape of water and Mr S contacted RSA to make a claim under his home emergency cover. A engineer appointed by RSA attended Mr S's home and established that there was a leak from the toilet in his ensuite bathroom. Mr S expected the leak to be repaired, but the engineer only isolated the leak, and told Mr S a repair wasn't covered as he had other working toilets in his house.

Mr S wasn't happy and complained to RSA. They provided their final response letter on 31 August 2024. In this they said their engineer had attended his home and found the cause of the leak to be a valve on the toilet in his ensuite bathroom. The engineer isolated the valve and the leak stopped.

They said Mr S's policy covered "temporary repairs to resolve emergency situations." And in respect of a plumbing or drainage problem "repairs necessary to restore the service or prevent further damage to your home as a result of failure or damage to your plumbing or drainage system." And they note that Mr S's property has a separate toilet in the upstairs bathroom and a toilet downstairs.

So RSA said they were satisfied that their engineer had dealt with the leak in line with the terms and conditions of Mr S's policy, as having dealt with the leak the home emergency was over.

Unhappy with RSA's response Mr S complained to our service. Our investigator considered the case but didn't ask RSA to do anything further. He said that the engineer sent by RSA carried out a temporary repair which prevented any further damage to Mr S's home and resolved the emergency situation.

And that once this had been done, as Mr S had other working toilets in his property, his policy didn't cover the cost of repairing the toilet. So he was satisfied RSA had dealt with Mr S's claim in line with the terms and conditions of his policy.

Mr S didn't accept our investigator's opinion as he says his policy doesn't make it clear that in an emergency situation a temporary repair only is covered, or that RSA wouldn't repair the toilet in his ensuite bathroom because his property had other working toilets.

He wanted written evidence of where his policy said that if he had other usable toilets then the repair of his leaking toilet wasn't covered by his policy. Our investigator replied to Mr S referring him to the section of policy which details what's covered, which states on page 41, under "What we cover" at point 8:

#### Toilet

Impact damage to, or mechanical failure of, a toilet bowl or cistern in your home which results in the complete loss of function of all useable toilets in your home."

And as the leak to the toilet in Mr S's ensuite bathroom didn't result in the complete loss of function of all useable toilets in his home our investigator didn't change his opinion that Mr S's policy didn't cover him for repairing the toilet.

The case has now come 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.

The Insurance Conduct of Business Sourcebook (ICOBS) published by the Financial Conduct Authority (FCA) sets out guidelines for how insurers should deal with their customers. Section 8.1.1 states that insurers must handle claims promptly and fairly. And Section 8.1.3 states that an insurer must not unreasonably reject a claim.

When Mr S contacted RSA to make a claim under his home emergency cover an engineer was sent to his home promptly, he identified the cause of the leak and isolated the faulty valve in the toilet in Mr S's ensuite bathroom. Mr S doesn't dispute that this stopped the leak and prevented further damage to his home.

But he says the engineer should have done more and repaired the toilet as he believes this was covered by his policy.

RSA say that Mr S claimed under the home emergency section of his policy which covers "temporary repairs to resolve emergency situations." And once the leak had been stopped the emergency situation was dealt with and his policy didn't cover repairing the toilet, as he had two other working toilets in his home.

Mr S doesn't think this is fair and doesn't think this is explained clearly in his policy.

Section 6.1 of Mr S's policy sets out what is covered in a home emergency claim. And in respect of plumbing or drainage this is "necessary repairs to restore the service or prevent further damage to your home."

Section 6.8 of the policy deals with claims in respect of a toilet. This says that the policy covers:

"Toilet unit. Impact damage to, or mechanical failure of, a toilet bowl or cistern in your home which results in the complete loss of function of all useable toilets in your home."

Reading these two terms together I'm satisfied that they clearly explain what Mr S's policy covers in the event of a home emergency claim relating to a toilet.

And in any event having isolated the leak to "prevent further damage" to Mr S's home I'm

satisfied that RSA had done what was required under his policy terms and conditions.

Mr S has told us that because of a medical condition he needs easy access to a toilet, I sympathise with this, but as there was another working toilet in his first floor bathroom, it doesn't change my opinion.

I'm persuaded that RSA dealt with Mr S's home emergency claim in line with the terms and conditions of his policy and I'm not asking them to take any action.

### **My final decision**

For the reasons set out above my final decision is that I don't uphold Mr S's complaint about Royal & Sun Alliance Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 3 April 2025.

Patricia O'Leary  
**Ombudsman**