

## The complaint

Mr J and Mrs J have complained that Royal & Sun Alliance Insurance Limited (RSA) unfairly declined a claim made under a static caravan policy.

As Mrs J mainly seemed to deal with the claim and complaint, for ease, I will normally only refer to her.

## What happened

Mrs J contacted RSA to make a claim for an escape of water when pipes burst in her static caravan. She said she had turned the stopcock off before leaving, but it must not have turned off fully because of the freezing conditions at the time. RSA assessed the claim and declined it. It said Mrs J hadn't followed the Winter Weather Precautions specified in the policy. However, it said it would consider the claim further if Mrs J was able to provide evidence from a plumber about how the stopcock failed.

Mrs J brought her complaint to this Service. Our Investigator didn't uphold it. She said the evidence showed that the stopcock was turned on. So, she said it was fair that RSA declined the claim. However, as Mrs J now had a plumber's report, this would need to be provided to RSA so it could consider it.

Mrs J sent the plumber's report to RSA. RSA maintained its decision to decline the claim. When Mrs J complained, RSA said the evidence showed she hadn't complied with the Winter Weather Precautions.

Mrs J brought her new complaint to this Service. Our Investigator didn't uphold the complaint. She said it was fair for RSA to decline the claim based on Mrs J not following the Winter Weather Precautions.

Mrs J didn't agree. She said she had done everything required of her by the policy, but due to the stopcock being frozen, unknown to her, it hadn't fully turned off. So, the complaint was referred to me.

I issued my provisional decision on 13 March 2025. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

*The Winter Weather Precautions in the policy said that when a caravan was unoccupied, RSA wouldn't pay for damage caused by water freezing or escaping from a fixed household appliance, fixed water or heating installation unless the water had been turned off at the stopcock, taps and showers were left turned on and toilets were flushed and drained. Mrs J said she was staying at the caravan. She was going away for a few days, so she said she turned off the stopcock before she left. A couple of days later, she was contacted by the caravan park to say water had been found pouring from her caravan. Someone had turned off the stopcock to stop the water. RSA considered the claim and declined it because it said Mrs J hadn't followed the Winter Weather Precautions by turning off the stopcock.*

*The complaint I am considering is about whether it was fair for RSA to maintain its decision to decline the claim following its consideration of Mrs J's plumber report about why the stopcock might have failed. Despite RSA responding to the complaint and saying the plumber's report didn't change its decision to decline the claim, based on what I've currently seen, I'm not persuaded that RSA fairly considered the report.*

*I say that because looking at the claim notes, these mentioned the plumber's report but didn't seem to consider the detail of it and whether what the report said was credible or made a difference to the claim. I asked RSA for more detail of its specific consideration of the plumber's report. When it replied it focussed on its previous consideration of the claim. It said the plumber's report had been requested as part of the claim acknowledgement email. It said such a request was a standard validation question to assist it in establishing the proximate cause of damage.*

*From what I can see, this was a misunderstanding by RSA. When it considered the claim and initially declined it, Mrs J complained. When it replied to the complaint, RSA confirmed its decision to decline the claim and said:*

*"For me to reconsider our position you will need to provide us with a report from a professional tradesman that explains how the leak could have occurred regardless of the actions taken by you. Once I'm in receipt of a report, I will refer it to our technical team, and I will advise you of any change in outcome as soon as possible."*

*So, it was in response to this that Mrs J provided the plumber's report. I think it's fair to say Mrs J did so in the expectation that RSA would refer the report to its technical team and that it would fully consider it.*

*Mrs J's plumber report said:*

*"I have previously carried out work on the static caravan in question for [Mrs J].*

*I have been made aware of the situation regarding the water damage and the dispute as to how the water damage occurred. I understand I have been asked to state under what circumstances the flood could have occurred if, and as [Mrs J] states, "the stop cock was turned off".*

*I am aware that the site has had issues with underground pipes freezing on several occasions which is not uncommon in rural areas.*

*[Mrs J] has explained to me that she left the caravan very early on the morning of 16th January 2024 to return home. In doing so she turned the stop cock off. The tap was stiff but she managed to turn it one full turn and then on checking the internal taps it was noted NO water was running.*

*I note that the overnight temperatures in the area were as low as -6 to -8 degrees Celsius. It is my opinion that if the stop cock was influenced by extremely low temperatures overnight, a compacted ice blockage in the body of the tap could have stopped the spindle closing completely. The stop cock appeared to be off, no water was running and this only changed when weather warmed up."*

*Looking at RSA's claim notes, these said:*

*"PH [policyholder] plumber advising water freezing in park and freezing weather could have in some way [seized] the stop [tap], which PH may have thought she turned the [tap] fully off.*

*on review of reported damages, there is burst pipes heavy water damages to flooring section in unit.*

*wording [advises], turn stop [tap] off out side to stop water coming in to unit, then turn all water [taps] / shower ON and leave it ON in the unit whilst unoccupied.*

*having no water coming in, and all [taps] switch[ed] on, would have stop[p]ed any water freezing in the unit, it would have stop pipes bursting and free flowing water coming in.*

*PH said she thinks stop [tap] was off but is not sure it was off all the way, [and] also that all [taps] had been left in ON position. If this is correct an[d] [tap] was not all the way off, water would have been coming in to the unit and freely flowing out of the open [taps] and shower. but water would have been going [straight] down the drains / plug holes. hot water would have mixed with cold [and] the damage in side would be from steam. this damage would not be from 4 burst pipes in the unit and it would not be heavy water damage to the carpets*

*on review of all evidence on file and all new reported information, [I] still advise upholding full declinature on file*

*the damages reported does not match any completion of winter weather as per policy wording.”*

*So, from what I can see, RSA seems to have considered whether the stopcock was left on and whether this was the cause of the damage. But it's my understanding that it isn't in dispute that the stopcock remained on. The issue was how this had happened, which was why RSA invited Mrs J to provide a plumber's report. The purpose of that report was to explain what could have happened that meant Mrs J thought the stopcock was off, but water still entered the caravan. But, I can't see that RSA considered the report and whether it provided a reasonable explanation.*

*RSA's assessment also didn't refer to the boiler filling loop, which Mrs J said was the main source of the water that caused the damage. The evidence from the caravan park manager said: "When [a staff member] entered the holiday home he found that the filling loop had burst off the boiler and caused water to leak inside the holiday home". The manager also said "We did have very cold weather and a number of pipes in the ground froze so you may have believed that you turned the stopcock off when leaving and opening the taps as the water would have drained in the system with no more water coming out". I haven't currently seen evidence RSA considered this information when it continued to decline the claim.*

*RSA's assessment also said that when the water started to flow it would have led to steam damage if the taps had been left on. But if the boiler filling loop had burst off, it's my understanding that the boiler wouldn't have been able to function because this was the water supply into the boiler. That meant the water couldn't have heated up or caused steam. So, again, I think this is a misunderstanding by RSA.*

*Given RSA's seeming misunderstanding about the plumber's report and whether it had considered it, I asked it to review it and to explain whether it affected its claim decision. It replied:*

*"The insureds plumber stated – 'I note that the overnight temperatures in the area were as low as -6 to -8 degrees Celsius. It is my opinion that if the stop cock was influenced by extremely low temperatures overnight, a compacted ice blockage in the body of the tap could have stopped the spindle closing completely. The stop cock appeared to be off, no water was running and this only changed when weather warmed up.'"*

To which someone at RSA replied:

*"Depending on the size of the blockage and duration of the blockage, it may have prevented water entering the property, however; there is no evidence that the stopcock was frozen or had a blockage, this is speculation only. No issue was raised to the caravan park at the time advising the stopcock could not be turned off."*

RSA then said:

*"Our insured believes that the EOW [escape of water] has originated from her boilers filling loop."*

Someone at RSA replied:

*"Yes, it is possible, if the boiler has a cold water filling loop valve that was damaged and the stopcock was not properly turned off, it is possible that the level of damage noted was coming from the filling loop. Ultimately, the fact still remains that the winter weather precautions were not complied with. If the stopcock was malfunctioning or frozen, preventing it from being switched off, the Policyholder did not seek any assistance or raise this with the caravan park. The park identified that water was flowing at the property, suggesting that there was no blockage of the pipes at least not for a significant enough portion of the unoccupancy of the caravan to cause the damage noted). I do not see where the claim would be covered due to the failure to adhere to the winter weather precautions."*

*I'm not clear from RSA's response whether it considered the whole of the plumber's report, understood why it had been provided or understood what Mrs J said happened. A key argument RSA has now made is that Mrs J didn't seek assistance or raise with the caravan park that she couldn't turn off the stopcock. But that wasn't why the report was provided. Mrs J was asked to provide the report to explain why, despite her turning off the stopcock, this didn't work. Mrs J has said she didn't know the stopcock hadn't been fully turned off until the caravan park told her about the water leak. So, based on that, I'm not persuaded there was reason for her to seek assistance or raise any concerns with the caravan park about the stopcock.*

*I'm currently of the view that RSA has had multiple opportunities to properly assess this claim and the plumber's report and has failed to do so fairly or reasonably. I'm not a claims handler and I'm not an expert on plumbing but, in my view, I have sufficient information available to me to make a fair and reasonable decision about this claim and complaint.*

*I have checked the weather database this Service normally uses to check weather conditions. This showed that temperatures were as low as -6 degrees Celsius in the local area the morning Mrs J left the caravan. So, I think it's fair to say there were freezing temperatures. Mrs J said she turned off the stopcock as she was required to do to comply with the Winter Weather Precautions. She said she also turned on the taps and no water came out. So, I think it's fair to say Mrs J took reasonable steps to comply with the Winter Weather Precautions and that she left the caravan with the reasonable belief that the stopcock was fully turned off.*

*The evidence from the caravan park staff was that the boiler filler loop was blown and this was why water escaped into the caravan and caused the damage. I don't think it's fair to say Mrs J's plumber report is "speculation only". The plumber had previously carried out work on Mrs J's caravan. I think it's also fair to consider a plumber to be an expert on issues such as stopcocks. So, I think the plumber's explanation is credible. This was that the freezing temperatures meant, despite Mrs J turning off the stopcock as far as it would go, a compacted ice blockage in the body of the tap stopped the spindle closing completely. The*

*stopcock appeared to be off, no water was running and this only changed when the weather warmed up. I've seen no persuasive evidence from RSA to show it's unreasonable to rely on the plumber's assessment.*

*So, I think it's fair for me to say that Mrs J complied with the Winter Weather Precautions. She turned off the tap as far as it was possible to turn it. However, due to the temperature being well below freezing, unknown to Mrs J, the stopcock didn't fully turn off. When the temperatures rose, a pipe on the boiler failed, water was sprayed into the caravan and caused the water damage. So, I currently intend to say RSA needs to reconsider the claim based on the remaining terms and conditions of the policy and on the basis that Mrs J complied with the Winter Weather Precautions.*

*I've also thought about compensation. I think RSA has handled this claim poorly. I think, despite RSA inviting Mrs J to provide the plumber report, it failed to fairly or reasonably consider it. I also think it poorly considered the rest of the circumstances of the claim when it reviewed it again. I think this, understandably, caused Mrs J distress and inconvenience. I'm also aware of Mrs J's health conditions, which she has said were made worse by RSA's handling of her claim. So, I also intend to require RSA to pay Mrs J £300 compensation to reflect the impact on her of how it handled this claim and complaint.*

I asked both parties to send me any more information or evidence they wanted me to look at by 27 March 2025. Both parties replied and agreed with my 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.

Having done so, I haven't found any reason to change my view on what is a fair and reasonable outcome to this complaint. I remain of the view that RSA needs to reconsider the claim and on the basis that Mrs J complied with the Winter Weather Precautions and pay her £300 compensation.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require Royal & Sun Alliance Insurance Limited to:

- reconsider the claim based on the remaining terms and conditions of the policy and on the basis that Mrs J complied with the Winter Weather Precautions.
- Pay Mr J and Mrs J £300 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Mrs J to accept or reject my decision before 24 April 2025.

Louise O'Sullivan  
**Ombudsman**