

## **The complaint**

Mr K has complained about how Royal & Sun Alliance Insurance Limited (RSA) dealt with a claim under his home emergency policy.

References to RSA include companies acting on its behalf.

## **What happened**

Mr K contacted RSA to send an engineer to repair a leak. An engineer visited and said Mr K needed to sign a disclaimer before some work could be carried out. Mr K declined to do so because it was only available on a phone. He was concerned that he didn't have the opportunity to consider it or get advice before signing it. So, the engineer left without carrying out the work.

Mr K complained. When RSA replied, it didn't uphold the complaint. It said the engineer identified that the shower unit needed to be removed to reconnect the pipe. So, the engineer needed Mr K to sign a disclaimer. Mr K didn't want to sign it, so the engineer left. When Mr K followed up on this, he was told why the disclaimer needed to be signed. RSA also explained that the home emergency policy only covered temporary repairs. Any damage caused by trace and access was under the buildings cover. So, Mr K needed to sign the disclaimer which confirmed the engineer wasn't responsible for damage caused during the trace and access, unless it was through negligence. It said the engineer had followed the correct process. The engineer's company also offered to arrange for an engineer to re-visit to show Mr K the disclaimer so it could be reviewed in full. RSA explained how Mr K could proceed with his claim, including that he could arrange the repair himself and provide RSA with a copy of the invoice.

When Mr K complained to this Service, our Investigator didn't uphold it. She said the policy covered temporary repairs. Mr K was unhappy about how the disclaimer for the work was presented. She said it was reasonable that RSA offered to send an engineer so Mr K could review the disclaimer and that it also said Mr K could have the work done privately and provide an invoice. She said she hadn't found reason to conclude that RSA had done something wrong.

As Mr K disagreed, the complaint was referred to me.

## **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 don't uphold this complaint. I will explain why.

The engineer needed to remove the shower unit to access a pipe. The home emergency policy said it covered temporary repairs. I also note that the home emergency cover was part

of a wider home insurance policy, which included cover for trace and access repairs under the buildings section. Where work might cause damage, I think it's common for an engineer to ask a customer to sign a disclaimer so it's clear what will happen about possible damage. So, I don't think the engineer asking Mr K to sign a disclaimer was unusual.

However, Mr K didn't want to sign the disclaimer because he wanted time to review it and possibly to discuss it with a third party. It's my understanding that the disclaimer was only available on a phone. I can understand Mr K would want to be clear about what he was being asked to sign.

Mr K has also said he was told he wasn't insured if things went wrong. However, I also note that in his complaint he said the engineer told him that if he needed to make a claim for the trace and access damage he could do so under his buildings insurance. Mr K said he found this unacceptable because it would increase his premiums. But, from what I can see, what the engineer told him was correct. The home emergency policy covered temporary repairs and cover for trace and access damage was under the buildings part of the policy. I also note that although the disclaimer said the engineer wasn't responsible for trace and access damage, it also said there was an exception where it could be shown it had acted negligently.

I've also looked at what RSA did following the engineer's visit. It's my understanding that it said it could send an engineer to go through the disclaimer with Mr K. It also offered to provide the disclaimer in large text. In addition, it said Mr K could arrange his own engineer and provide RSA with a copy of the invoice. I'm aware Mr K didn't want to pay the upfront costs of paying for his own engineer. However, I think RSA provided a range of options to allow his claim to proceed.

So, having thought about this complaint, I think RSA dealt with the claim and complaint fairly. As a result, I don't uphold this complaint or require RSA to do anything else in relation to it.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 30 July 2025.

Louise O'Sullivan  
**Ombudsman**