

The complaint

Mr and Mrs G are unhappy with the way Royal & Sun Alliance Insurance Limited (“RSA”) handled their home emergency claim and they’d like the cost of repair reimbursed.

Mr and Mrs G had home insurance underwritten by RSA, which included home emergency cover. The policy was in joint names but, for ease of reading, I’ll refer to Mr G throughout.

When I refer to what Mr G said, and what RSA said, it should be taken to include things said on their behalf.

What happened

The background to this complaint is well-known to both parties, and there’s little benefit in repeating the detail. So I’ve summarised what I think are the key events.

On finding water in his hallway and cloakroom which had escaped from a leak under his sink, Mr G turned off the water and contacted RSA to claim under his home emergency policy. Mr G complained that RSA:

- said the claim was covered;
- sent a plumber who didn’t have the parts;
- told him the claim wasn’t covered because it would’ve only ever stopped the leak, which had already been done;
- told him again the claim was covered and it was waiting for the plumber’s quote;
- then said the claim wasn’t covered because the emergency had been dealt with;
- gave him conflicting information about whether he should’ve turned off the water;
- asked for his repair receipt giving the impression it would be reimbursed, and
- failed to log his complaint.

RSA issued a final response on 16 January 2025. It didn’t uphold two parts of Mr G’s complaint. RSA said the decision to decline the claim was correct, and although it closed Mr G’s complaint incorrectly, it had since been addressed and within the eight weeks set out by the regulator. However, RSA upheld Mr G’s complaint that information provided by its handlers was incorrect and confusing, and for that it paid £100 compensation.

Mr G didn’t think this went far enough, so he brought the complaint to us.

Our investigator didn’t uphold Mr G’s complaint. He said that although there’d been mistakes in the way RSA handled the claim, our investigator thought RSA’s compensation of £100 was fair and reasonable in recognition of its failure to manage Mr G’s expectations about what the policy would cover.

Mr G didn’t agree. He said RSA didn’t complete a temporary repair which it should’ve done under the policy, and he defined repair. Mr G repeated his overall complaint and said he’d saved RSA thousands of pounds by turning off the water rather than waiting for its plumber to attend. Our investigator responded to the comments, but Mr G asked for an ombudsman to decide. So the complaint was passed 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, and whilst I'm sorry to disappoint them, I've decided not to uphold Mr and Mrs G's complaint for broadly the same reasons as our investigator.

The Financial Conduct Authority's rules (ICOBS 8.1.1) say that insurers must handle claims promptly and fairly, and that they must treat customers fairly. And its guidelines say a business should provide support and help with understanding, and enable customers to pursue their financial objectives.

In reaching my decision, I've taken these rules into consideration alongside the evidence provided, the policy terms and conditions, and what I think is fair and reasonable in the overall circumstances.

There's no dispute that Mr G suffered an escape of water from a leak under the cloakroom sink. The policy sets out the detail of the contract between Mr and Mrs G and RSA, and pages 40 to 42 of the policy booklet explain what is covered. I think the key point is:

We'll pay for:

- *temporary repairs to resolve emergency situations*

The leak from under the sink was an emergency situation which, if left, would've led to damage. So I'm satisfied that Mr G's claim would've been covered under the policy. If Mr G hadn't done anything about the leak, and the plumber had attended straight away, they would've simply turned off the water. Because Mr G had already done that, there was, in essence, no claim for RSA to handle.

I understand Mr G doesn't agree with this because the policy states a temporary repair would've been carried out, and turning off the water isn't a repair. The policy is there to resolve an emergency situation, which means bringing the emergency itself to an end. For example, a damaged roof might be patched up with a waterproof membrane to stop rain getting through, but it wouldn't be re-tiled to effect what would be a permanent repair.

Here, there was a leak from the hose to the tap and that could be resolved by turning off the water until the hose could be replaced. So I don't think there's any guarantee that RSA would've done more than Mr G did.

The policy has a claim limit of £500, which reflects the immediate and limited nature of what RSA will do in respect of an emergency repair. The permanent repair would always have been Mr G's responsibility, so I see no reason to ask RSA to pay for the repair he arranged.

I realise RSA asked for the repair invoice which, understandably, led Mr G to think it was going to cover the cost. I don't think it was particularly helpful that RSA asked for the evidence, and I think it reflects a shortfall in service. But I don't think it caused Mr G any financial loss. The loss was his expectation, which I'm satisfied is addressed in RSA's overall compensation payment.

I've noted what Mr G said about saving RSA thousands of pounds by turning off the water. This appears to be in reference to RSA saying that's what the plumber would've done. I think there may have been a misunderstanding here because it's unlikely that RSA would've advised any policyholder not to turn off the water. If RSA said it's plumber would've turned

off the water, I don't think it was implying that Mr G shouldn't have done. Regardless of how this was communicated, Mr G would be expected to mitigate loss, so I don't find that there's anything for RSA to put right in respect of this point.

I've also noted the repeated, contradictory comments that RSA made when Mr G contacted it about his claim. This isn't disputed, and RSA paid £100 compensation. Again, while RSA's service fell short of what Mr G could reasonably expect, I can't see that it caused him any financial loss. Therefore, I'm satisfied that £100 is fair and reasonable, and in line with awards made in similar circumstances.

The final point I'll comment on is Mr G's complaint that RSA didn't log his complaint. Complaint handling is not a regulated service, so it's not within my remit to consider this element of Mr G's complaint. However, I have taken into consideration the overall customer service element of how RSA responded to Mr G's concerns regarding his claim. As stated above, I'm satisfied the compensation RSA paid is fair and reasonable in the circumstances.

My final decision

For the reasons I've given, my final decision is that I don't uphold Mr and Mrs G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 23 September 2025.

Debra Vaughan
Ombudsman