

The complaint

Mr W is unhappy Royal & Sun Alliance Insurance Limited (“RSA”) didn’t repair his two faulty toilets when he raised a claim under his home insurance policy.

What happened

Mr W made a claim when he couldn’t use either his upstairs or downstairs toilet in his home.

RSA appointed an engineer to visit the property to investigate the faults and to settle its liability under the policy.

Mr W was unhappy as the engineer only fixed the downstairs toilet. RSA said its obligation under the policy was to resolve the “emergency” situation. It said by providing Mr W with a toilet that worked, it had met its requirements under the terms and conditions of the policy.

Mr W was unhappy, as he’d expected both toilets to be fixed. He felt he didn’t have any choice in which toilet was fixed and felt the engineer had chosen to carry out the repair to the downstairs toilet as it was easier to fix.

Our investigator decided not to uphold the complaint. She thought RSA had promptly attended to the “emergency” and had fixed the one toilet, which was its obligation under the policy. Mr W disagreed, so the case has been referred to an ombudsman.

My provisional decision

I made a provisional decision on this on 29 May 2025. I said:

“I have reviewed the policy to understand what RSA’s obligation was under the policy. RSA has explained *“it will pay for temporary repairs to resolve emergency situations”* and *“under the peril Toilet unit, we cover 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”*.

RSA said, *“the repair of your downstairs toilet resolved the emergency and left you with a useable toilet”*. I think RSA has shown it only needed to repair one of the broken toilets to comply with its obligation under the policy.

I must think whether RSA’s actions was the best solution in the circumstances to provide Mr W with a fair and reasonable solution. I don’t think it was, I’ll explain why.

When Mr W contacted RSA’s call centre to make his claim, I think he would’ve reasonably assumed RSA would repair both of his toilets. I wouldn’t expect a policyholder to know his policy inside out, but having listened to this call, I think Mr W would’ve thought both toilets would be repaired. Mr W would’ve heard the call agent saying to himself “how do I log two toilets?”. I think at this point, if RSA was providing a reasonable service, it would’ve explained to Mr W the limitations under the policy. That he was only entitled to one toilet being repaired. I think Mr W has suffered a loss in expectation hear or at least, I don’t think RSA has clarified what it could do.

Similarly, I would've expected RSA's engineer to ask Mr W which toilet he would've preferred to be fixed. From the strength of Mr W's feeling, I'm persuaded this didn't happen. It also wasn't recorded in the engineer's notes. I think most people would have a preference for which toilet they wanted fixed. Maybe downstairs as they spend more time there. Or upstairs, as it makes visits to the toilet easier in the night. It's clear from Mr W's response, he would've preferred the upstairs toilet repaired. I think it would've been fairer to give him this choice.

Therefore, for these reasons, I intend to uphold this complaint. I intend RSA pay Mr W £75 for the distress and inconvenience caused by the loss of expectation and not having his favoured toilet repaired. I think this is fair, as RSA did meet its policy obligation in a timely manner. I just think there was a better solution here RSA could've provided Mr W, without incurring additional costs".

Responses to my provisional decision

RSA accepted my provisional decision, and it didn't have anything further to add.

Mr W didn't specifically say whether he accepted my provisional decision, although he thanked me for my interim decision. Mr W said, *"When I originally contacted yourselves on this issue I was asked what would be a suitable outcome for me and nothing has changed, I have not touched that toilet as a point of principle and have struggled along without it so for me the outcome I would like is for them to come back and repair my toilet"*.

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.

I appreciate Mr W's viewpoint. However, I don't think it's reasonable for me to ask RSA to come out and fix the remaining broken toilet as it has already met its liability under the policy. I remain of the view that £75 is a fair level of compensation for the distress and inconvenience caused by RSA during the claim for the reasons set out in my decision.

My final decision

My final decision is that I uphold this complaint. I require Royal & Sun Alliance Insurance Limited pay Mr W £75 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 14 July 2025.

Pete Averill
Ombudsman