

## The complaint

Mr and Mrs P complain that INTACT INSURANCE UK LIMITED (trading as RSA Insurance) hasn't offered them a fair amount to settle their home insurance claim.

## What happened

Mr and Mrs P suspected they had a blocked drain. They engaged a contractor to investigate, who went on to undertake the repairs. On day two of the repairs, Mr and Mrs P contacted RSA to make a claim for their costs under their home insurance policy.

RSA appointed its drainage contractor to consider the information provided by Mr and Mrs P, including their invoice, drainage survey, and photos. Whilst RSA accepted the blockage was covered by the policy, it concluded the method of repair wasn't necessary. So, to settle the claim, RSA offered the amount it says its contractor would have charged for a more cost-effective method.

Mr and Mrs P's costs – including their drainage survey and repair – are about £4,000. RSA initially offered £1,487.74 (less the £200 policy excess), but it later increased its offer to £2,343.45 (less the £200 policy excess) as a 'gesture of good will' to try to resolve the complaint. Mr and Mrs P remained unhappy.

Mr and Mrs P referred their complaint to our service. One of our investigators was unable to resolve matters, and ultimately, she didn't think the complaint should be upheld. Because a resolution couldn't be reached, the complaint has been passed to me for a final 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.

Under the policy terms Mr and Mrs P were required to notify RSA of the claim "*as soon as possible*", and "*to not carry out any non-emergency repairs before RSA had the chance to inspect*". Such policy conditions aren't unusual.

I haven't seen anything that leads me to conclude the blockage was an emergency which required immediate action. I'm satisfied it's reasonable to consider the repairs to be *non-emergency repairs*. I accept clearing the blockage was relatively urgent, but in my view, that's not the same as an emergency. There wasn't an immediate risk to property.

I appreciate Mr and Mrs P may not have been aware of the requirement to notify RSA before starting the works, or they may not have realised until the work was underway that the issue was something they could claim for. However, whilst I sympathise with them, I'm satisfied their actions have prejudiced RSA's position – namely, its ability to assess the issue and control the costs. Nonetheless, RSA must still assess the claim fairly based on the information that's available.

It's not disputed the pipe was blocked, but there's a dispute about what repair was required. This service is generally reliant on the technical expertise of others. When there's a dispute about damage, we consider the submissions of those involved to decide what, *on balance*, we are more persuaded by. We generally place more weight on the submissions of those considered to be industry experts. But here, we have opposing views from two credible drainage companies.

To summarise, Mr and Mrs P's drainage contractor considered it necessary to replace 12m of drainage pipework. The contractor noted that some of the pipework had sunk due to the water escaping through the cracked joints, caused by the root ingress. The pipework was 2m below the surface and required an excavator given the size of the area and terrain.

On the other hand, RSA's drainage contractor, having reviewed the drainage survey and the photos, concluded the blockage could have been cleared via jetting and root cutting, then a liner installed to provide an effective and lasting repair. RSA's contractor concluded access to complete those works could have been obtained by a hand dig, and hiring an excavator wouldn't have been necessary. RSA's contractor also thought the photos of the removed pipework showed the pipes to be in a good condition.

I haven't seen any photos which show the pipework had sunk. I've reviewed the drainage survey report, and I'm not persuaded it supports what Mr and Mrs P's contractor has said either. I'll explain why.

The report shows three drainage runs were surveyed. A sewerage risk management (SRM) grade, between 1-5, was given for structural defects and service defects (grade 5 being the most severe). The structural defects page shows each run was graded 1 (*i.e.*, no structural defects were detected). Notably, only the best practice descriptions for grade 4 and 5 structural defects refer to potential collapse or collapse.

The service defects page shows run one and run three were graded 1, whilst run two (which contained the blockage) was graded 5. The best practice description for a grade 5 service defect refers to the pipe being at risk of backing up or flooding (but not collapsing).

So, whilst the drainage survey report confirms there was a blockage that required attention, it doesn't show there were structural defects, and in my view, nor does it support some of the pipework had sunk as described by Mr and Mrs P's contractor. Equally, I haven't seen an explanation for why a sunk pipe would need replacing in the absence of structural defects.

Therefore, having carefully considered the submissions, *on balance*, I'm more persuaded the chosen repair method went beyond that required by the policy. As such, I find it fair for RSA to limit the settlement to the costs it would have incurred had it undertaken its alternative repair.

RSA's initial £1,487.74 offer was based on a 1.25m hand dig. Our investigator queried this given the photos showed the pipework to be deeper and in-line with the 2m referenced by Mr and Mrs P's contractor. As a result, RSA updated its scope of works to reflect the 2m depth (noting it could still have hand dug to gain the access required). However, RSA's updated scope was still below its £2,343.45 'good will' offer.

So, in conclusion, I'm persuaded RSA's £2,343.45 settlement offer was fair, and it follows that I don't require RSA to increase its offer further. RSA has confirmed the offer is still available should Mr and Mrs P wish to contact it to accept.

Mr and Mrs P have also made some additional points and arguments in response to our investigator's outcome, which I shall now address.

Mr and Mrs P doubt hand digging would have been viable. However, the area that required excavating to access the pipework to jet wash, root cut, and install a liner would have been relatively small, albeit 2m deep. On balance, I accept what RSA says about being able to hand dig.

Mr and Mrs P say RSA's contractor's report is littered with inaccuracies. They highlight the policy excess is recorded as 'nil', an inaccurate amount is recorded for their costs, and the 1m depth. However, whilst I understand the point Mr and Mrs P make, I'm not persuaded those discrepancies undermine the overall credibility of the contractor's observations in respect of the completed repair and its more cost-effective alternative.

Mr and Mrs P have also questioned RSA's contractor's observation about the pipework not being damaged. They say if the pipework wasn't damaged, there wouldn't be a valid claim. However, RSA may have considered the pipework to have been damaged due to its loss of function caused by the blockage, which is in-line with our general approach. Ultimately, I don't need to decide that matter given RSA has accepted the claim. But simply because the claim has been accepted, and the blockage is covered, doesn't mean the blocked pipework itself was *physically* damaged.

Importantly, having reviewed the photo of the removed pipework, I can't see any signs of physical damage beyond the broken joints between the sections. RSA says that damage would have been caused during removal. On balance, I find RSA's observations to be persuasive, particularly given no structural defects were detected by the survey.

Finally, I note Mr and Mrs P have commented that their patio and lawn were damaged by the works and they have made the point this is something they didn't claim for. However, should they wish to claim for their patio and/or lawn, they need to discuss that with RSA in the first instance. But of course, RSA's liability will likely depend on whether the area would have been damaged by its alternative repair, and if so, to what extent.

### **My final decision**

I'm sorry to disappoint Mr and Mrs P, but for the reasons explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 6 March 2026.

Vince Martin  
**Ombudsman**