

The complaint

Mrs B has complained that Royal & Sun Alliance Insurance plc (RSA) is responsible for damage to her property following a claim made under her Home Plan insurance policy.

In raising this complaint, Mrs B is represented by a family member, but I'll refer throughout to Mrs B.

What happened

Mrs B has a Home Plan insurance policy from RSA which covers her for the essential services in her home. In June 2020, an RSA engineer attended to a call out from Mrs B who had a concern about the temperature of her water. This was resolved by an adjustment to her control settings, but the engineer noted some rust spots on the boiler flue. There was no fault identified, so no action was taken but it was recommended that an eye be kept on the flue.

In October 2020 Mrs B contacted RSA again to report that there was another problem with her heating. Her daughter noticed that there was a considerable leak from the flue pipe whenever the hot water was run or the heating was on and this required something to be placed underneath to catch the water. Mrs B says that the leak had caused damage to the ceiling of her kitchen which is below the boiler.

RSA's engineer attended on 11 October and reported his findings as follows:

"Investigate leak and found flue pipe holding water in brackets then looking further it would seem there is a water leak above the boiler and soaking into the wood and walls above where the boiler is situated. Advised customer to get someone to attend to roof for further investigation. I have tested the air side of the flue so make sure it wasn't condensation before looking elsewhere" (sic).

Mrs B inspected the area above the boiler and saw no evidence of any leak in the loft space despite heavy rain and provided photographic evidence of the loft and boiler areas. RSA asked Mrs B to obtain a quote for the cost of a repair to her kitchen ceiling and has explained that it is its usual practice to do so without any acceptance of liability.

Another RSA engineer attended on 26 October to provide a second opinion. His report stated:

"On arrival found flue to be leaking but also found the roof to be leaking onto the boiler when it rains. Spoke to the customer and informed her of the leak and that the roof needs to be repaired before the boiler can be repaired as the boiler would continue to be At Risk due to the potential danger of rain getting onto the boiler".

He therefore classified the boiler as "At Risk" and turned it off to make it safe. Mrs B was told that she should have the roof repaired and an engineer would then return to carry out the flue replacement.

Mrs B arranged for a roofer to inspect the roof for leaks. Mrs B says he confirmed that there were no leaks in the roof but he didn't provide any report to this effect. RSA says that on 19 November Mrs B advised it that the roof had been repaired. RSA then authorised the replacement of the flue. In the meantime, Mrs B, who is elderly, was left without any hot water or heating for a period of 2.5 weeks at a cold time of year and had to use alternative heating sources which were more expensive to run.

Mrs B would like RSA to meet the cost of the repair to her kitchen ceiling for which she had been quoted £230. Although she has home insurance that might cover the cost of this repair, the policy excess is £350 which is more than the cost of the repair. She would also like to be reimbursed for the increased electricity costs of the alternative heating while her boiler was turned off. She also suffered stress and contracted a cold due to the lack of heating in her house.

In response to Mrs B's complaint, RSA said it was unable to uphold it as it couldn't attribute the ceiling damage to its engineer as both engineers had reported water from the roof which was already present when they attended the property. It also referred to a term of Mrs B's policy which states:

"...We will not pay for any damage, cost or expense of any kind that can be covered under a household policy, for example structural damage, theft, extreme weather, flooding, fire or explosions and accidental damage".

As Mrs B wasn't happy with RSA's response to her complaint, she brought it to this service. Our investigator didn't consider that RSA had acted unreasonably as the terms & conditions of the policy don't oblige RSA to cover the costs of the damage to the kitchen ceiling, and because RSA relied on two separate engineer reports that the roof was leaking.

Mrs B doesn't agree with our investigator's view and has asked that her complaint be considered by an ombudsman. I'm therefore asked to provide a final response from this service.

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'm not going to uphold Mrs B's complaint and I'll explain why.

Firstly I've considered whether RSA's engineers did anything wrong. When the engineer attended in June 2020 and adjusted the temperature settings, he noticed a few rust spots on the flue which he tested. He found it to be intact but he recommended that the flue be monitored. He didn't report signs of any leak. Mrs B didn't report any signs of a leak either. As there was nothing to repair, nothing further was done.

The two engineers who attended in October both noticed signs of a leak from above the boiler and from the flue itself. A leak from the roof was thought to be responsible for water on the boiler and on surrounding walls and woodwork.

I appreciate that Mrs B investigated the loft area and found no recent water marks or leakage from the roof and that the roof was inspected by a roofer who found no problem with the roof.

However in considering this complaint I don't need to make a finding as to whether or not the roof was leaking. I need to consider whether RSA did anything wrong given the situation two engineers had identified.

There's no evidence before me of the existence of a leak in June 2020, nor of any failure by RSA's engineer to address anything as there was nothing at that time to address.

When a leak was identified in October 2020, there's no evidence before me that RSA was responsible for this. They were called in response to it. I don't consider that RSA's engineer did anything wrong in turning off the boiler for safety. I also don't consider it was unreasonable of RSA to delay the repair to the flue until the cause of any leakage on to the boiler had been addressed. I therefore can't find RSA responsible for the damage caused to Mrs B's ceiling.

I've looked at the terms of Mrs B's policy to see what it says about liability for damage that might be caused by the acts or omissions of RSA's engineers. I've quoted above the policy exclusion for damage that's covered by another insurance policy. I can understand why Mrs B didn't want to claim on this policy because of its £350 excess. But I don't consider that RSA therefore becomes liable.

Mrs B's policy doesn't cover routine maintenance. It also specifically states under "*What is not covered*" that it doesn't cover "*Repair or replacement of flue systems*" (para 1.13). Despite this, RSA did replace Mrs B's flue after she'd informed it that her roof had been repaired, so she received a benefit her policy didn't allow for.

So having found that RSA's engineers weren't responsible for the leak that led to Mrs B's boiler being turned off, and for damage to her ceiling, and that even if they were, a claim for consequential damage is excluded by the terms of her policy, I don't find that RSA has acted unfairly or unreasonably in not upholding her complaint. And as I don't consider that RSA's engineers did anything wrong in turning off the boiler for safety until the roof had been repaired, I don't consider that it's liable for the additional heating costs incurred. I'm very sorry to hear that Mrs B suffered stress and developed a cold, but I don't think RSA did anything wrong. The boiler was turned off for her safety.

My final decision

For the reasons I've given above, I'm not upholding Mrs B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 1 June 2022.

Nigel Bremner
Ombudsman