

The complaint

Mr K complains about the standard of repairs carried out by his home emergency insurer, Royal & Sun Alliance Insurance Limited ('RSA'), after he made a claim on his policy in 2019.

RSA is the underwriter of this policy i.e. the insurer. During the claim Mr K also dealt with other businesses who act as RSA's agents. As RSA has accepted it is accountable for the actions of its agents, in my decision, any reference to RSA includes the actions of the agents.

What happened

Mr K made a claim under his home emergency policy in November 2019 following an escape of water in September 2019 which he said rendered the electrics unsafe. An electrician attended the property and reconnected a loose wire and connected the earth wire in the light switch.

Mr K contacted RSA again in August 2023 and said that he was getting electrocuted when turning on the light switch and touching his door. An electrician attended the following day and changed the brass fitting with a plastic one which seemed to resolve the problem.

Mr K complained that RSA's engineer did not do an adequate repair in 2019 and failed to stop the electric shocks.

RSA reviewed the complaint but it didn't uphold it. It said its engineer who attended in 2023 believed that because the door latch and the light switch were close to each other, some of the screws connected with/touched the wiring within the wall which led to the shocks. RSA said that the work undertaken in 2019 would not have caused the connection between the screws and the wiring and it did not believe it had been negligent.

Mr K then brought his complaint to us. He said that his life was in danger for four years and that was because the first electrician who attended in 2019 didn't do his job properly. He said the electrician said he believed there was water behind the casing of the door but the problems carried on for four years. He said this is why he didn't complain for four years as he thought the water would dry out.

Mr K said the shocks would only occur when closing the door and touching the light switch at the same time so they didn't happen all the time. He said another electrician (not from RSA) went to fix another light in 2023 and told him that he was getting 236 volts coming through the door. He said it was likely a wire inside the partition wall rather than water behind the casing. He said he told RSA's second electrician, but the electrician didn't believe him.

One of our investigators reviewed the matter but didn't think it should be upheld for the same reasons RSA gave Mr K. Mr K didn't agree and asked for an ombudsman's decision. He said our investigator failed to understand that his complaint was that the first engineer failed to fix the issue not that he caused it.

The matter was then passed to me to decide.

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.

Mr K made his claim in 2019 under the home emergency cover of his policy. The cover was for emergency assistance up to £200 and it covered, among other things, electricity failures.

RSA said it's electricians don't believe they have been negligent or that they caused any of the issues. Our investigator asked Mr K to provide any expert evidence he may have that contradicts this. He hasn't provided this to date and so I have made my decision based on the information available to me.

From what I have seen, an electrician attended in November 2019 and "reterminated"/reconnected the connections as they were loose and the earth wire was not connected to the switch plate. The electrician provided photographs before and after the work was completed. The photographs show only one wire was connected originally and thereafter all the wires were connected to the switch. The electrician's notes show that Mr K had reported that he had been getting an electric shock from the bathroom door and wanted the electrics to be made safe. There was no mention of there being any water in the door casing.

Based on the photographs provided it seems that the wires were loose or not connected and that this was rectified in 2019.

Mr K doesn't think that the electrician did fix the problem and that is because he says he carried on getting electrocuted over the following four years. I appreciate what Mr K has said but RSA wasn't aware of this until 2023. And bearing in mind that there was an issue with the wires in 2019 which was rectified, I thought it was reasonable that RSA thought the work had been completed in 2019. And from my own understanding, the earth wire not being connected would have, in itself, made turning the light switch on, unsafe.

When Mr K did report the issue in 2023, RSA, who happens to still be Mr K's home emergency insurer, sent an electrician over to Mr K's house the following day. I thought this was fair and reasonable.

The second electrician's notes in 2023, state that the electrician replaced the brass switch with a plastic one as it was potentially faulty. He said he was also getting voltage on the door latch and believed that one of the screws on the latch was potentially touching the wires that led to a socket below the light switch. He said he removed the screws which resolved the issue. Mr K said he hasn't been electrocuted since.

From what I have seen, even if I were to accept that the first electrician didn't repair the

issue, which I don't have enough evidence to say was the case as the matter wasn't reported until four years later and it's not clear what happened in the intervening period; I thought RSA repairing the issue as soon as it became aware was fair and reasonable. I appreciate Mr K said he was told there was water in the door casing and that is why he delayed reporting the matter. As I said above, the electrician's notes don't mention water in the casing or him doing any work on the latch etc. but in any event, I think getting electrocuted is a serious matter and Mr K would have been justified had he reported it earlier.

I appreciate Mr K will be disappointed with my decision. I appreciate this would have been a stressful and frustrating time for him. But for the reasons I have given, I don't think RSA has acted in a way that was unfair or unreasonable in these circumstances.

My final decision

For the reasons above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 1 October 2024.

Anastasia Serdari
Ombudsman