

The complaint

Mrs M has complained about the way Royal & Sun Alliance Insurance Limited (RSA) dealt with a claim she made under the Home Emergency (HE) section of her home insurance policy.

RSA subsequently recorded a claim under her home buildings insurance policy which Mrs M disagrees with.

RSA are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the agent. As RSA have accepted they are accountable for the actions of the agent, in my decision, any reference to RSA includes the actions of the agent.

What happened

In August 2023 Mrs M made a claim under the HE section of her home insurance policy with RSA due to a blocked toilet.

RSA instructed an agent to attend to attempt to unblock the toilet but was unsuccessful. The agent couldn't locate a maintenance hole to the front or rear of Mrs M's property – and suggested Mrs M contact the local water company, which she did. The local water company checked and said the issue wasn't with the main pipes, but with the blockage in the toilet.

A couple of days later, the blockage then led to an excess of water and sewage spilling into Mrs M's garden from a vent.

On further assessment, RSA said the toilet blockage was caused by too much paper and the design of the fitting of the toilet. So it applied its exclusion for cover under both the HE Claim and the Escape of Water (EOW) claim in these circumstances. It tried to find a local tradesperson to assist Mrs M as it said it couldn't continue to deal with Mrs M's claim. But it wasn't successful.

Mrs M obtained assistance privately and after two further visits from a private engineer, her toilet was successfully unblocked.

Mrs M complained to RSA. But RSA didn't uphold her complaint. So Mrs M asked us to look at her complaint. She said the first agent disturbed the blockage without repairing it and made the situation worse. She believes RSA should only record one claim under the HE section of her policy. She says there was no EOW claim and no damage from an EOW claim. She wanted RSA to fix the blocked toilet under the HE claim. Mrs M says she had to repeat the situation several times to RSA, but her claim was mishandled.

Our Investigator didn't recommend the complaint should be upheld. She found that the HE agent had reasonably attempted to unlock the toilet, but the cause of the issue wasn't covered under the policy. And she thought RSA had acted reasonably in recording an EOW claim as it had assisted Mrs M and she had benefitted in part from the policy. Mrs M hasn't paid an excess for the claims.

Mrs M didn't agree. In August 2024 she asked for an extension of time to provide further comments, but Mrs M hasn't provided this. As a reasonable period of time has passed to provide additional information and Mrs M doesn't agree, the case has been 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.

RSA, like most insurers, provides covers for specific insured events. Mrs M's policy with RSA provides cover in the event of a home emergency – and where there is *“water escaping from washing machines, dishwashers, fixed water or fixed heating systems.”*

For a HE claim, RSA says;

You're covered if there's an emergency at your home which:

- *makes your home unsafe or insecure for you; or*
- *causes damage to your home or its contents; or*
- *results in your home losing its main source of heating, lighting or water (hot or cold).*

We'll pay for:

- *temporary repairs to resolve emergency situations*
- *parts and call-out charges.*

We'll instruct an approved tradesperson who's competent in carrying out the appropriate repairs and we'll pay them direct.

When your cover applies

We'll pay the cost of temporary repairs and assistance, parts and call-out charges in an emergency situation which occurs during the insurance period in the following circumstances:

What we cover - Plumbing and drainage.

Repairs necessary to restore the service or prevent further damage to your home as a result of failure or damage to the plumbing or drainage system.

However, RSA, like most insurers, has exclusions to the cover it provides.

An engineer advised that the cause of the blockage was due to excess toilet paper being used, and poor fitting of the toilet unit. So the cause of damage wasn't something RSA covered for repair. But it did provide Mrs M and her family with alternative accommodation and arranged for the removal and clean-up of items from her garden which were damaged when sewage from the toilet leaked from a fixed pipe and through a vent. It did this under a EOW claim against Mrs M's buildings policy.

RSA's policy doesn't provide cover for; *“Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, or resulting from poor or faulty design, workmanship or materials.”*

I understand Mrs M doesn't agree with the way her claim was handled. She says the HE engineer should have been able to repair the blocked toilet – and had they done so – the subsequent EOW claim wouldn't have been necessary. Mrs M wants RSA to remove a record of the EOW claim as it has affected the renewal price of her home and buildings insurance policy.

However, I can see that it took several attempts – both by the HE engineer – and the engineers Mrs M paid for privately – to unblock the toilet. The first privately arranged engineer's visit notes show that they recommended the toilet would need to be smashed in order to remove to access the blockage and that the screws to the unit were rusty and worn. This work wouldn't be covered as a temporary repair under the HE part of Mrs M's policy, and as I've said, the cause of damage wasn't covered.

The engineer who attended the following day was able to successfully remove the blockage.. Mrs M has shown that she paid an excess fee of £60 under a separate plumbing and drainage cover agreement for the repair.

So – taking into account the type of cover Mrs M held with RSA – and the assistance it provided – I don't think RSA had wrongly recorded an EOW claim. As the cause of damage wasn't covered, RSA provided assistance within the terms of the policy for HE – and for EOW when it provided alternative accommodation and contractors to clear the waste from the exterior and from Mrs M's garden.

This means I'm not upholding Mrs M's complaint.

My final decision

I'm sorry to disappoint Mrs M. But for the reason I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 25 December 2024.

Geraldine Newbold
Ombudsman