

The complaint

Mr M and Mrs F complain that Royal & Sun Alliance Insurance Limited (RSA) told them to arrange drain unblocking privately, but then failed to reimburse the full cost.

Mr M and Mrs F jointly held home emergency cover underwritten by RSA. For ease of reading, I'll just refer to Mr M, and any mention of RSA also covers actions taken by its agents.

What happened

Mr M contacted RSA because he had a drain blockage. RSA didn't have contractors with the appropriate equipment, so it told Mr M to arrange the work privately. He believed RSA told him it would reimburse the cost.

Mr M had the drain blockage cleared and repaired and sent the invoice to RSA. RSA paid £492 of the total invoice. Mr M complained to RSA because he believed it would pay the full £4,255 invoice. He said that was agreed over the phone.

RSA said the policy covered the cost of clearing the blockage, which was the immediate problem. Any repairs to prevent a recurrence fell outside the policy cover, so Mr M would need to pay those costs. Mr M remained unhappy, so he brought his complaint to us.

To begin with, our investigator upheld Mr M's complaint because RSA didn't provide any evidence. On receipt of RSA's evidence, our investigator didn't think RSA needed to do any more. That's because the policy didn't provide cover for the repair element of the claim.

Mr M didn't agree. He said RSA agreed to reimburse the cost and that should be evidenced on recorded calls with RSA.

The complaint was 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.

Having done so, I've decided not to uphold Mr M's complaint. While I realise he'll be disappointed with my decision, I'm satisfied that RSA reimbursed him the amount he was due in line with the terms and conditions of the policy. I'll explain.

Mr M's policy covers home emergencies, and RSA's responsibilities are set out in the policy terms and conditions. I've looked at what the policy says about RSA's responsibilities. The policy provides, *"assistance in an emergency following damage to or failure of the plumbing and drainage system which... causes blocked external drains... where this can be resolved by jetting"*. The policy does not cover, *"additional repair work, for example a blocked drain will be left running clear but if the drain needs to be realigned to avoid the problem recurring, this will not be covered"*.

I'm satisfied the extent of cover is made clear in the policy booklet.

Mr M said there was an agreement with RSA that it would reimburse the cost of repairs because they lacked immediate access to the appropriate equipment. RSA has provided the call recordings it has available, none of which include the conversation Mr M refers to. In one call, I heard Mr M ask whether he could arrange the work himself and seek reimbursement, but RSA said it couldn't authorise that because it didn't have confirmation from the contractor that there wasn't a septic tank on site. Nevertheless, I have no reason to doubt that Mr M believed RSA would pay for the full cost of repairs.

However, the intent of the policy is to cover emergency work and not to provide for complete or long-lasting repairs. So, I think it's unlikely that RSA would've agreed to pay for the full repair costs. On balance, I consider it more likely than not that RSA intended to reimburse Mr M for the cost of an appropriate private contractor to carry out work using the necessary equipment to clear the drain in line with RSA's liability under the policy.

As recommended, Mr M arranged for the work privately. RSA agreed to pay the cost of the work needed to clear the drain, in line with its responsibility under the insurance cover. While Mr M's expectation that RSA would pay the full cost is understandable, it's important to emphasise that the policy does not extend to a permanent fix, unless the cost of doing so is broadly in line with the cost of the temporary repair. That is clearly not the position here, where the difference is over £3,000, with over £2,000 of the cost covering the removal of roots.

In summary, regardless of whether there was a misunderstanding about what RSA would pay for, I'm satisfied that the limit of RSA's liability is set out clearly in the policy. So, I wouldn't expect it to extend cover to the remedial element of the work. I see no reason to ask RSA to do any more.

My final decision

For the reasons I've given, my final decision is that I don't uphold Mr M's and Mrs F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F and Mr M to accept or reject my decision before 20 September 2023.

Debra Vaughan
Ombudsman