

## **The complaint**

Mr G complains that Royal & Sun Alliance Insurance Limited (RSA) didn't reimburse him for the cost of repairs to his damaged drain.

## **What happened**

Mr G had home emergency cover, underwritten by RSA. He claimed under the policy for a blocked external drain. Mr G arranged for the drain to be cleared, and then he contacted RSA to authorise more extensive repairs. RSA agreed to review the additional costs on receipt of confirmation of the charges.

RSA agreed to pay for Mr G's contractor's cost of clearing the drain, but it declined his request for payment of the more extensive work, including further drain unblocking, removing tree roots and repairing/replacing the broken drain. RSA declined the rest of the claim, stating that the policy didn't provide cover for permanent repairs.

Mr G was unhappy with RSA's response. He said RSA had agreed to reimburse the cost of unblocking the drain when he called for authorisation. Mr G said that was confirmed in its email to him asking for proof of the costs. Further, he said his policy covered both emergency and non-emergency repairs, so RSA should pay for the replacement drain. Mr G complained to RSA.

RSA looked into Mr G's complaint and issued a final response declining the claim. It offered £100 for the full cost of clearing the initial blockage, and £150 by way of apology for the delay of five months from claim to decision. But RSA didn't agree that there was cover under the policy for the permanent repair. Mr G brought his complaint to us.

To begin with, our investigator thought RSA should pay more compensation for the delays. However, on reconsideration following comments from both RSA and Mr G, she decided that RSA had responded to Mr G's claim fairly. Our investigator didn't think RSA needed to do any more.

Mr G disagreed. He repeated the key pieces of evidence which he thought supported his claim, and asked for an ombudsman 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 G's complaint, and I'll explain why.

I've summarised Mr G's complaint, above, without repeating all the detail. That's because both parties are aware of the circumstances. Here, I'll focus on the key issues of complaint and refer to the evidence which best helps me explain the reasons for my decision.

### **First blockage removal**

RSA offered to reimburse Mr G for the cost of the first blockage removal. Its offer is for the full amount and in line with the policy. Therefore, I'm satisfied that this cost is not in dispute.

I'll address the issue of whether the blockage was cleared in my next point.

### **Reimbursement of expenses**

Mr G complains that RSA declined his claim after already agreeing to reimburse his second blockage removal expenses. RSA denies agreeing to cover the cost because the drain was cleared on the first occasion. Mr G doesn't agree that it was cleared.

In Mr G's own submission, he states, "[the contractor] *managed to rupture the blockage so that the water started seeping slowly and the flooding stopped*".

The contractor's invoice for the work states:

*used high pressure water to clear a blocked drain*

Mr G went on to say the contractor recommended flushing away the blockage material with a larger nozzle.

I'm satisfied that RSA fairly relied on this evidence to conclude that the initial blockage was cleared sufficiently to allow water to drain. Turning to the policy, I note it doesn't provide cover for permanent repairs where a temporary fix has been made:

*Where a repair has been carried out, the onus will be upon you to carry out repairs or work to permanently resolve the reason for the emergency occurring. Should you fail to carry out the permanent repair a contractor will not be appointed to undertake any further repairs.*

Therefore, RSA had no further liability under the home emergency policy.

Moving on, I've considered the phone call between RSA and Mr G, and the email confirmation of what was discussed, regarding the expenses. While Mr G thinks RSA agreed to pay the expenses, I don't agree. RSA committed to reviewing the expenses for reimbursement, which is not the same as agreeing to pay them. It asked for Mr G's bank details to speed up the process should it accept his request for payment.

While I accept that there may have been a misunderstanding regarding what RSA meant by agreeing to review the expenses, I don't consider it reasonable to expect payment when the repair isn't covered under the policy.

I also note that Mr G said RSA authorised the work, but I don't think that's the case. In the

phone call, I heard RSA explain that the permanent repair would need doing anyway so Mr G should go ahead. That would be regardless of whether it accepted liability for the costs on review.

As the evidence doesn't show that RSA authorised the work or agreed to pay the costs, I don't find that RSA did anything wrong by declining cover for the further blockage removal costs.

### **Authorisation for drain replacement**

The drain was broken in several places and needed replacing. Mr G obtained a quote and submitted it to RSA for authorisation to proceed. Mr G chased responses on a number of occasions but had little response.

The evidence confirms that the drain was blocked and/or damaged by large tree roots. Mr G looked into claiming under his home insurance, but he said it declined cover under the policy exclusion of wear and tear/gradual damage. RSA declined cover because the home emergency policy does not provide cover for lasting repairs:

*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*

or for:

*Any costs that would be more appropriately recovered under any other insurance.*

Mr G said his policy provides cover for non-emergencies. While that may be the case, the policy exclusions still apply. In the circumstances of Mr G's claim, his drain was cleared enough to allow water to drain away, and he was advised to seek a permanent repair. Once he'd been advised of that, responsibility lay with him to mitigate further damage. I'm satisfied that RSA reasonably relied on the policy exclusions to decline cover for the drain replacement.

### **Compensation**

RSA offered Mr G £150 compensation for the delay in reaching the decision stage of his claim. I've thought about the impact on Mr G, as he described, and whether the delay caused him any financial loss. RSA had declined cover for repairs beyond the initial blockage removal. But I can understand that RSA's delays would've caused Mr G the inconvenience and distress he described. That said, the outcome was always going to be the same regardless of how long RSA took to reach the decision, so I can't see that it caused any financial loss. Therefore, in consideration of the actual delay, I'm satisfied that RSA's offer of £150 is fair and reasonable in the circumstances.

In summary, the available evidence persuades me that, more likely than not, the drain was cleared sufficiently to stop the initial emergency, and the responsibility then fell to Mr G to arrange for a permanent repair. I'm satisfied that RSA settled the cost of repair covered under the policy, and it fairly declined the remaining parts of Mr G's claim in line with the policy terms and conditions. I see no reason to ask RSA to do any more than it has already offered.

**My final decision**

For the reasons given, my final decision is that I don't uphold Mr G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 7 December 2023.

Debra Vaughan  
**Ombudsman**