

The complaint

Mr K is unhappy with Royal and Sun Alliance Insurance PLC (RSA), for delays claimed under his home emergency policy, for a boiler breakdown.

What happened

In April 2019, Mr K reported that his boiler had broken down. RSA sent an engineer the same day to fix it. The engineer diagnosed a faulty thermostat and ordered a replacement.

RSA approved the repair but getting the engineer back caused delay. RSA said that despite the delay, Mr K had hot water and heating in his home. Mr K said that he had no hot water for just over 2 weeks, until his boiler was fixed.

Mr K raised a complaint to RSA. He said that he was unhappy by the delay in resolving his claim, the lack of updates and having to chase his claim. Mr K said that he wanted £1000 in compensation for the distress and inconvenience caused.

RSA accepted that there had been delay. But it felt that the repair shouldn't have been carried out as there was no loss of heating or hot water and it wouldn't have fallen within the category of an emergency, according to the terms of the policy. RSA said that it wouldn't ask for the cost of the repairs back, but for the delay, RSA offered £150, which it felt was fair in the circumstances.

Mr K was unhappy about this and brought the complaint to the service.

Our investigator didn't uphold the complaint and found that RSA had acted fairly. She felt that RSA's offer of £150 compensation for distress and inconvenience caused was fair. She felt that Mr K still had the use of facilities and heating. She concluded that there was delay but the compensation offered was fair.

Mr K didn't agree with our investigator and asked for a decision from an ombudsman.

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 have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of the complaint. Having done so, I won't be upholding this complaint. I will now give my reasons why.

RSA has accepted that there was delay in resolving the claim. As a result it offered compensation of £150 for the inconvenience and distress caused to Mr K. In considering this complaint, I have to see if RSA acted fairly in the amount of compensation offered.

Delay

Mr K has said that he was unhappy with the delay in resolving the claim. I have seen a contact record which RSA produced, that details contact it had with Mr K. The record shows there were a number of calls RSA made to Mr K following his report that his boiler had broken down. It also indicated that RSA had to chase the engineer for a quote for the replacement thermostat and this added to the delay.

Mr K accepts that the repair to the boiler was completed just over 2 weeks which accords with RSA's records. RSA also admit that there was delay. On balance, I think Mr K did experience some delay in his claim being dealt with.

Compensation

Mr K said that he was without hot water for the period. RSA is relying upon its engineer's report. That report says that Mr K had hot water and heating. It said the issue with the fault in the boiler was a thermostat which couldn't control the temperature of the hot water, but hot water was still available.

Our investigator felt that there wasn't enough evidence to say whether there was hot water or not. But the engineer's report which RSA said were notes made by the engineer during the course of his inspection indicated that there was hot water.

Mr K confirmed that he still had the use of his facilities in particular his heating.

Having considered the terms of the home emergency policy, I can see why RSA felt that the repairs wouldn't have been covered. But having authorised the repairs, RSA didn't later charge Mr K for them.

I can see that Mr K said that he had the use of an electric shower, so he had washing facilities. He said that he was able to use his dishwasher and his washing machine. So although I think that he did experience some delay, the inconvenience Mr K would've experienced, was minimised by his ability to still use those facilities.

RSA offered Mr K £150 for the distress and inconvenience caused, in recognition of its shortcomings. I think that the level of compensation is fair in the circumstances and would be in line with the recommendations of the service.

Whilst I sympathise with Mr K at how disappointing this must be, I think RSA has acted fairly with its offer of compensation and I can't ask it to do anymore.

My final decision

My final decision is that I don't 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 17 September 2020.

Ayisha Savage
Ombudsman