

The complaint

Mr N complains that Royal & Sun Alliance Insurance plc wouldn't cover the cost of emergency repairs to his boiler under his home emergency insurance.

What happened

Mr N had a home emergency insurance policy with RSA. All Mr N's dealings were with RSA's claims administrator, however that company was acting as RSA's agent so, for simplicity, I'll refer to RSA throughout my decision.

In March 2020, Mr N's boiler failed, leaving his home without heating or hot water. He contacted RSA for help under his home emergency insurance. RSA arranged for an engineer to visit the next day. The engineer diagnosed a faulty air pressure switch (APS) and blocked restrictor but had to order new parts before he could fix the problem. RSA explained that it would take a few days to get these parts. In the meantime, RSA offered Mr N the '*alternative heating allowance*' available through his policy. Mr N didn't take this up.

RSA's engineer fitted the new parts three days later, but he discovered a more serious problem with the APS. The boiler manufacturer ('B') told RSA's engineer he needed to inspect the flue, however he was unable to gain access to this immediately.

Mr N didn't want to delay further – by this stage he'd been without heating and hot water for four days – and told RSA he'd arranged for B's engineer to repair the boiler. RSA said it would reimburse Mr N if B was able to repair the boiler, however it wouldn't cover the cost of a call-out if it didn't fix the problem (what it calls an "*abortive call*").

On 27 March, Mr N told RSA that B's engineer had carried out more work but found the boiler was beyond economical repair. Mr N sent the engineer's invoice to RSA and asked it to reimburse this payment.

RSA said it understood Mr N had arranged for B to repair the boiler. However, when it reviewed the invoice it saw that Mr N had contracted his own engineer – not B – to carry out the work. RSA also believed Mr N's engineer had completed unnecessary work and replaced parts that might not have needed to be replaced. Finally, RSA said it told Mr N it wouldn't pay for an abortive call. For these reasons, RSA refused to reimburse Mr N.

Mr N doesn't accept that. He says RSA agreed to reimburse his costs and wants it to refund him in full. He brought his complaint to us.

Our investigator didn't recommend that Mr N's complaint should be upheld. He accepted RSA said it might cover third party costs, but this was because it believed Mr N had contracted B to fix the problem. He agreed with RSA that Mr N's engineer had duplicated work already done. He was satisfied that RSA didn't need to reimburse Mr N for his engineer's work.

Mr N disagreed with our investigator, so the case was passed to me to make a final decision.

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 N's policy covered him for: "*Emergency Work following the complete breakdown of the Primary Heating System which:- i) results in the complete loss of heating to the Insured Areas of Your Property and/or ii) results in the complete loss of hot water.*" His policy schedule shows he was covered for a call-out and repairs (parts and labour) to a limit of £500. This was confirmed to Mr N during at least two phone calls with RSA.

I'm satisfied that the call-out and work done by RSA's contractor was covered by Mr N's home emergency insurance. However, Mr N also asked RSA to pay for work carried out by his own engineer. He says RSA agreed to do this.

I've listened to the calls between Mr N and RSA. I found no evidence that RSA guaranteed to pay for work carried out by Mr N's engineer. Indeed, in a phone call on 26 March, RSA's advisor asked Mr N why B was attending. She was clear about what RSA would and wouldn't pay for:

"...if [B] can sort it then, sir, and they're gonna make the access [to the flue] and figure it all out for you, then that's fine just send us the invoice for the fixed price repair... If it does come back and they say that they couldn't do it for you because access was needed, and they charge you an abortive fee, we wouldn't be looking to reimburse the abortive fee if they say that's the case, because we've already told you that the access is needed."

Mr N replied "*Ok, that's fine. 100%.*"

It's clear from listening to the calls that Mr N told RSA he'd arranged for B to repair the boiler. On 27 March, he told RSA that B's engineer had carried out the work and declared the boiler beyond economical repair. I don't think this was correct.

I've also reviewed the emails that Mr N says proves RSA agreed to cover the cost of his engineer's work. I don't agree that they do. For example, RSA's email to Mr N on 26 March asked Mr N to provide an invoice and a job report so that it could assess his claim and said, "*Please note that we can only assess reimbursement of emergency work, which meets the terms and conditions of your policy.*"

The invoice from Mr N's engineer shows two repairs to the boiler plus labour, totalling £460. The invoice also says, "*unfortunately the boiler is still not working... we recommend new boiler as the current boiler is beyond economical repair*".

RSA had told Mr N it needed to access the flue to complete additional tests before the repairs could be completed. Mr N's engineer wasn't employed by B and didn't access the flue. The work he carried out didn't fix the boiler or help the situation. I'm afraid I agree with RSA it doesn't appear to me that the work done at this stage was necessary.

I've considered whether RSA did all it could to minimise the time taken to resolve the problem to see if Mr N's decision to call on his own engineer was justified.

RSA sent an engineer to Mr N's home within 24 hours of him reporting the problem. The engineer identified the fault and returned with new parts three days later. He was waiting to get access to the flue when Mr N arranged his own engineer's visit.

I'm also conscious this was at the start of the first coronavirus lockdown in the UK. RSA explained to Mr N that many suppliers were closed or under restrictions. In the

circumstances, I think RSA was doing all it could to fix Mr N's boiler as quickly as possible. I'm also satisfied that it offered to pay its heating allowance so Mr N could have some heat while repairs were ongoing.

I sympathise with Mr N. This must have been a very difficult few days and I understand why he wanted the boiler to be repaired as soon as possible. However, I'm satisfied that RSA acted reasonably. I don't think it has to reimburse him for his engineer's work.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 18 February 2021.

Simon Begley

Ombudsman