

The complaint

Mr R has complained that Royal & Sun Alliance Insurance plc (RSA) wouldn't cover a repair under his home emergency insurance policy and that work it had previously done hadn't been done properly.

What happened

The background to this complaint is well known to both parties and has been set out by our investigator in his view. I'll therefore only provide a brief summary.

Mr R has a Home Emergency Assist insurance policy. The insurer is RSA. (Our investigator had originally incorrectly referred a different insurer). In early May 2020, Mr R's boiler developed a fault. An initial claim against RSA on 5 May was rejected on the ground that his policy only covered emergency situations, and as he was still able to access heating and hot water, RSA didn't consider that the problem was one covered by his policy.

On 12 May, Mr R called to report another fault and this one was accepted by RSA. An engineer attended on 13 May but as parts needed to be replaced, and had to be ordered, the repair couldn't be completed until 20 May.

On 24 May, Mr R called RSA again as he no longer had heating or hot water. RSA's engineer found that there was a leak from the filling loop cap. This small leak was causing a drop in pressure. RSA's engineer replaced the cap and showed Mr R how to re-pressurise the system, and left the system in working order with no leak visible.

The engineer's notes show that Mr R was advised that he should replace the filling loop or the problem was likely to reoccur. Mr R was also advised by RSA in a telephone conversation on 25 May (that I have listened to) that he should replace the filling loop and that he'd need to arrange for this to be done privately.

On 10 June Mr R contacted RSA again to advise it that his heating and hot water were again not working, but RSA said it wouldn't attend as Mr R hadn't followed its recommendation that he replace the filling loop. It said that the repair its engineer had done on 24 May had lasted at least two weeks, which it considered was a reasonable amount of time in which to have a permanent repair completed. It maintains that it has acted reasonably and in accordance with the terms of Mr R's policy. It has relied on the following terms within Mr R's policy:

"DUE CARE

You must take due care to maintain the home and its equipment in good order and take all necessary precautions to prevent loss, damage or the unnecessary accrual of costs.

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." (my emphasis underlined).

“GENERAL EXCLUSIONS

We shall not be liable for costs arising from or in connection with:

22. General maintenance work or any system that has not been regularly maintained. The engineer when dealing with your system may complete a repair but diagnose that additional maintenance work is required to your boiler and/or other system in order to prevent a future breakdown. As this maintenance work is not covered under this policy it is your responsibility to have it completed.” (my emphasis underlined).

Based on the information available, it said it was satisfied that the decision not to support Mr R’s claim further was in line with Mr R’s policy cover. It has offered Mr R £30 compensation for the short delay in dealing with the repair it completed on 20 May because parts needed to be ordered.

Mr R argues that RSA should’ve done the work properly and had it done so his loss of pressure would not be happening. He’s unhappy that RSA said that it was his problem to complete the work needed to get the boiler to function properly and that it wouldn’t send another engineer to fix it.

As he wasn’t satisfied with RSA’s response to his complaint, Mr R brought it to this service. Our investigator’s view was that RSA had acted reasonably and in line with the policy terms. Mr R wasn’t happy with our investigator’s view and has asked that his complaint be considered by an ombudsman. It’s therefore been 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.

I’m not going to uphold Mr R’s complaint and I’ll explain why.

There doesn’t appear to be any dispute between Mr R and RSA as to the factual background to this complaint other than that Mr R says he didn’t know that RSA had advised that the filling loop be replaced. But having seen the engineer’s report and having listened to the telephone conversation between Mr R and RSA’s agent, I’m satisfied that Mr R was told that he should undertake this work as soon as possible, and that he’d need to arrange to have this work undertaken by others, and he hadn’t done this.

I’ve looked at the terms of Mr R’s policy, as this is what sets out the things which RSA agrees to do, and what it’s not responsible for. The starting point is the nature of the policy, which is a policy to cover home emergencies. The relevant provision states:

We will provide assistance in an emergency following the complete breakdown of the domestic boiler and/or central heating system which results in the complete loss of heating and/or hot water.

I therefore consider that RSA has acted reasonably in declining Mr R’s initial claim on 4 May as he was still able to receive heating and hot water.

Turning to RSA’s declining to repair Mr R’s boiler following his call on 10 June, I’ve quoted above two sections which RSA relies upon when it says that it isn’t required to provide assistance in these circumstances. To these I could add a third, a further General Exclusion which states:

We shall not be liable for costs arising from or in connection with:

14. Circumstances which are not sudden and unforeseen.

RSA undertook a temporary repair in line with the policy wording and advised Mr R that he'd need to replace his filling loop because this was leaking or else his boiler would continue to suffer problems with loss of pressure. I consider that it was foreseeable that until this was done, pressure problems would keep occurring.

I consider that the terms of Mr R's policy are clear and that RSA has not acted unreasonably in declining Mr R's claims given the clear policy wording that excludes claims in these circumstances. I also consider that its offer of £30 is reasonable compensation for the short delay in RSA addressing Mr R's accepted claim of 12 May because parts needed to be sourced and fitted.

My final decision

For the reasons I've given above, I'm not upholding Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 26 February 2021.

Nigel Bremner
Ombudsman