

The complaint

Mr R's complaint is about the poor level of service he received from Royal and Sun Alliance Insurance PLC (RSA), under his home emergency insurance policy.

What happened

In July 2020, Mr R's boiler broke down due to no hot water and a lack of pressure. He contacted, RSA who sent an engineer and carried out a repair. The following month Mr R's boiler broke down again for the same reasons and he again contacted RSA whose engineer carried out another repair.

The boiler subsequently broke down again, but at this repair the engineer found that there was a build-up of sludge, issues with various parts and that the heat exchanger was leaking. He diagnosed that the boiler was in a poor state and possibly beyond economical repair (BER). He requested that the boiler manufacturer attend to examine the boiler.

The boiler manufacturer attended and diagnosed that the heat exchanger needed to be replaced and the boiler wasn't BER. But he couldn't carry out the repair as he said that access was restricted.

Mr R contacted another independent engineer company, who replaced his boiler without any issues.

Mr R complained to RSA, as he was unhappy by the quality of work of its engineers and he felt that the fault with his boiler should've been identified much sooner.

In its final response, RSA agreed with Mr R that its level of service had fallen below its usual standards and it apologised for not resolving matters sooner. For this, it offered and paid £160 compensation for the trouble and upset it caused. As well as reimbursed £75 for heating costs. Mr R remained unhappy with this outcome and so referred a complaint to this service.

One of our investigators considered the complaint and didn't uphold it. He said that RSA had offered a total of £235 and this was a fair offer. That RSA's engineers had attempted to fix the issues with the boiler and that the terms and conditions of the policy, allowed that if access was restricted, it could refuse to continue with a repair, which happened here.

RSA agreed with our investigator's view.

Mr R didn't agree with our investigator as he wanted an apology from RSA, as well as a substantial increase in the amount of compensation paid. So, he 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.

While I realise this will come as a disappointment to Mr R, I've decided not to uphold his complaint and I'll explain why.

I should point out that my role is to determine whether RSA treated Mr R fairly, in doing so I think the main issues are whether RSA fell below a reasonable standard of service and whether it had apologised to Mr R. Finally, whether RSA's offer of compensation is fair. I have reviewed the work record. On the first occasion Mr R called RSA to report the loss of hot water and pressure, the engineer fixed the problem. This appeared to be stable for a few weeks. Mr R's boiler lost hot water again and at this point the engineer diagnosed that there was a faulty heat exchanger, amongst other things and recommended that the boiler manufacturer attend to complete the repair. The engineer believed that the boiler might be BER. Fortunately, the boiler manufacturer advised that the boiler wasn't BER but as there were access issues, the repair couldn't be completed.

The terms and conditions of the policy allow:

'If the HomePlan engineer cannot gain access or considers that the circumstances to carry out the work are potentially difficult or dangerous or where there is a risk to health or safety...the HomePlan engineer may at their discretion discontinue the repair.'

Consequently, RSA did not carry out repairs that it deemed to be dangerous or difficult, which its engineer chose to do here. He said that there wasn't enough space to replace the affected parts and on this basis, the repair couldn't be completed.

I accept that Mr R later changed his boiler for a new one. But, RSA's engineer (who would be deemed an expert) in his opinion couldn't access the internal workings/parts of the boiler. Also, I have been provided with photographs of the old boiler in situ and it does appear that the area that the engineer would've had to work was restricted. So, I can't say that RSA were unfair by relying on the terms and conditions of the policy.

Mr R has indicated that he would like an apology from RSA for the poor level of workmanship. I have read its final response letter that Mr R confirmed he had received. In this letter, RSA detailed the investigation of Mr R's complaint that it had conducted, as well as apologising for the poor customer experience. It said: *'..I believe this was not a good customer journey and I am sorry action was not taken to resolve this for you sooner.'*

The letter goes on to uphold Mr R's complaint and states: *'..I have upheld your complaint and arranged a payment of £75.00 for heating cost reimbursement, and a payment of £160, by way of apology'*. In the circumstances, I'm satisfied that RSA did apologise to Mr R and also offered compensation by way of an apology.

I have next looked at the level of compensation and I understand that Mr R would like RSA to increase the amount it offered. Mr R said that the issue with his boiler could've been identified quicker. But on each occasion that an engineer was called out, they appeared to fix the issue and restored the loss of hot water.

RSA has agreed that there were some delays and that the issues with Mr R's boiler could've been identified sooner. Nonetheless, it isn't this services role to punish or fine the businesses we cover, and I think it's reasonable that RSA has recognised its shortcomings. Consequently, I think that the level of compensation, that RSA offered is fair.

Overall, I think that RSA has dealt with Mr R reasonably and I am satisfied that its actions were fair. So, I can't reasonably ask RSA to do anything more to resolve this complaint.

My final decision

For the reasons I have explained, my final decision is that I think the offer from Royal and Sun Alliance Insurance PLC of £75 for the reimbursement of heating costs and £160 for the distress and inconvenience caused, is fair and reasonable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 11 May 2021.

Ayisha Savage
Ombudsman