

## **The complaint**

Mr L complains about the way that his home emergency claim for repairs to his boiler was handled by Royal & Sun Alliance Insurance Plc (RSA). The claim was administered by an insurance management company though for convenience I'll refer to RSA throughout.

## **What happened**

On 10 June 2020 Mr L reported a claim to RSA as his boiler wasn't providing hot water. An engineer came out and assessed the boiler. He said it was an old boiler in poor condition, but that the parts were available. However he was concerned that by changing the parts, further damage could result which could lead to Mr L having no heating at all. Further details were requested of the boiler's service history. These were supplied by Mr L.

On 17 June RSA advised Mr L that it would be approaching the manufacturer to carry out the repair. That company had no availability so RSA passed it back to its contractor. On further discussion with that contractor he advised that he was still concerned that in carrying out repairs it would make the situation worse, particularly as he would have to remove parts which appeared to be badly corroded. RSA decided that the boiler was BER (beyond economical repair), and advised Mr L of this. As the boiler was over 6 years old the policy allowed for a payment of £250 towards a new one.

Mr L arranged for a new boiler to be installed. He provided the invoice to RSA on 9 July and payment was sent to him on 22 July.

Mr L complained to RSA that he was left for 15 days without hot water and said that RSA should have told him immediately that the boiler was BER, rather than change its mind. He felt that the contractor didn't want to do the repair and this was why RSA changed its mind. He has pointed out that the boiler had been regularly serviced so if it was in such a poor state this was the fault of the contractors.

On referral to the service our investigator said that RSA had acted reasonably.

Mr L didn't agree and the matter has been passed to me for further consideration.

## **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 had regard to the timelines supplied by both Mr L and RSA. I see that on the first visit the contractor raised concerns about the state of the boiler and also about fitting new parts. At that stage it hadn't been decided that the boiler was BER, rather that the manufacturer would be approached and asked to fit the parts. The manufacturer was only available by email, but nevertheless RSA ordered the parts. Once the manufacturer had said it had no availability RSA reverted to its contractor and had a discussion with him on 20 June (which was a Saturday). It was as a result of that discussion that RSA decided the boiler was BER.

I don't think a firm decision had been made following the first visit that a repair could take place. Rather Mr L was asked to send in details of the service record. According to RSA's notes he was asked for this on 11 June and supplied the documents on 16 June. He says he was only asked on 15 June. I can't say who is right here – though there is a clear telephone note of 11 June.

Nevertheless RSA had said it could arrange repair then changed its mind after talking further to the contractor. But since RSA had thought the manufacturer could repair it, it was reasonable to take its contractor's views into account and either instruct him to carry out repairs (bearing in mind his misgivings) or to deem the boiler BER.

Mr L decided he had to get a new boiler – he managed to get this fitted within 4 days. He supplied the invoice to RSA on 9 July and was paid on 22 July. I think this was reasonable.

Against the background of the Covid lockdown, I think the timescales involved in this case were reasonable. I think it was fair for RSA to explore the option of getting the boiler repaired, some of the delay in getting back to Mr L was in waiting for the manufacturer to reply to it and in waiting for notification that the parts were in stock. It was RSA rather than the contractor who decided the boiler was BER.

I fully understand that it was very inconvenient for Mr L and his family to be without hot water, particularly with a small child. And the fact of the lockdown would have narrowed his options for washing facilities. He's referred us to his "*right to water*". He did have water, just not hot water.

In respect of the condition of the boiler I should explain that the servicing part of his contract is not provided by RSA. So it's not responsible for the servicing of the boiler or any work done during that servicing.

So overall I think that RSA acted within reasonable timescales in dealing with the claim.

### **My final decision**

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 15 November 2021.

Ray Lawley  
**Ombudsman**