

The complaint

Mr M complains about Royal & Sun Alliance Insurance Plc, trading as RSA (“RSA”) for its failure to resolve issues of pressure loss from his boiler, and its decision not to provide him with a new boiler. He wants RSA to reimburse him for a new boiler.

What happened

Mr M held home emergency cover with RSA, which covered repairs to his boiler and central heating system. His cover provided that in some circumstances, if RSA was unable to fix his boiler, it would replace his boiler or pay him an amount towards a new boiler.

In September 2019, Mr M contacted RSA about his boiler and central heating. He advised RSA the system was losing pressure regularly and he was having to re-pressurise the system more than fortnightly, when he would expect to do so only once or twice per year.

RSA sent engineers to look at Mr M’s boiler. They diagnosed various issues which they thought were causing the loss of pressure and replaced parts.

These replaced parts did not resolve the loss in pressure, which continued through late 2019 and through 2020.

In September 2020, Mr M spoke to RSA again and complained. An engineer then attended his home again. The engineer considered that the heat exchanger in the boiler needed to be replaced, and this was done a few days later. This slowed the loss in pressure but did not fully resolve the issue.

RSA sent Mr M its response to his complaint. It acknowledged that there had been unacceptable delays in its response to his boiler problems and offered him £120 compensation for his inconvenience.

Mr M has subsequently decided to replace his boiler and to put it in another location. He has asked RSA to replace his boiler as he considers the current boiler not capable of being fixed. RSA offered to attend again and carry out further tests on the boiler to ascertain the cause of the slow loss of pressure, but Mr M declined this visit, on the basis that there have been 7 callouts in the space of a year.

RSA has then declined to replace the boiler as it cannot tell if it is beyond economic repair.

Mr M was not happy with this and contacted us.

Our investigator did not uphold Mr M’s complaint. He considered that the offer of compensation offered by RSA was appropriate to the delays he experienced. He considered that the decision not to replace the boiler was reasonable as the terms of the boiler replacement part of the home emergency cover had not been met.

Mr M did not accept our investigator’s view and asked for an ombudsman 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 appreciate Mr M's frustration that his boiler continued to suffer loss of pressure despite numerous callouts and repairs being carried out over the year.

I also understand why Mr M does not want to continue with RSA attending to carry out further diagnostics on his boiler, given the number of visits previously.

I do, however, agree with the investigator's view and do not uphold the complaint.

The cover provided by RSA was to repair the boiler, and if RSA could not fix it, to then replace the boiler. RSA's engineers attended multiple times and identified a number of potential causes of the loss in pressure, which it addressed at the relevant times.

I accept that RSA delayed in responding to the problem continuing, but I think that the offer of compensation it has made is reasonable to reflect this. Mr M's heating continued to work throughout this time but needed regular re-pressurising. This was inconvenient to Mr M, but not severely so.

Mr M feels that the boiler ought to be replaced because, during a telephone call with RSA, the agent (when discussing what would happen next) mentioned that the next stage of the process was replacement of the boiler. He therefore thinks that RSA ought to honour that comment and replace the boiler as he has reached the end of his tolerance for further investigations and attempted repairs.

I understand this view, but I do not agree. I have listened to the available calls and think it is clear through the context of the conversations that the replacement of the boiler is available when RSA, in RSA's own assessment, is unable to repair the boiler. I feel that it is clear that, up until that point, RSA would continue to attempt to fix the problem.

Mr M comments that the test of whether the boiler is 'beyond economic repair' is not made clear in the policy wording.

I have looked at the policy wording and I consider that the explanation of whether something is beyond economic repair is clearly explained. In any event, the boiler replacement section of the policy is clear that the assessment of whether the boiler can be repaired or not is a decision for RSA.

In this instance, RSA would have to attempt to fix the boiler, and if it reached the conclusion that it was unable to do so (using any reasoning of whether it was possible to do so) RSA could then decide to replace the boiler.

In this case, Mr M has decided not to have further investigations, and so has prevented RSA from carrying out its obligations under the policy. On that basis, it would not be fair to require RSA to provide a new boiler, or a financial sum, when RSA believed that it could do more to fix the existing boiler.

For that reason, I do not criticise RSA's decision not to provide a new boiler, or compensation, and consequently I do not uphold Mr M's complaint.

My final decision

For the reasons given above I do not uphold Mr M's complaint and do not ask Royal & Sun Alliance Insurance Plc to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 16 December 2021.

Laura Garvin-Smith
Ombudsman