

The complaint

Mr T is unhappy with Royal & Sun Alliance Plc's (RSA) handling of a claim he made under his home emergency policy.

What happened

Mr T contacted RSA in February 2021 as his boiler had stopped working. An engineer attended the same day. Mr T told the engineer he had pressed the re-set button just before he had arrived, and the boiler was now working.

The engineer inspected the boiler to try and identify any faults. He reported that a new pressure gauge was needed as well as a "reset stat". He also said the hot water plate heat exchanger was badly corroded. Although the boiler was working, RSA says it obtained quotes to understand the cost involved in replacing and fitting the parts identified by the engineer.

Two days after the initial call out, the boiler stopped working again. Mr T contacted RSA. It provided a £50 heating allowance, while it obtained a quote for the potential work required.

RSA says when it received the quote it asked its engineer for his opinion on whether the boiler was beyond economical repair (BER). It says it was not guaranteed that replacing the identified parts would fix the boiler. The engineer confirmed it was not in good condition and believed it should be deemed BER.

Mr T disputed his boiler was BER as he says it was now working. He also says the engineer had removed the pressure gauge, which he wants replacing as he can't tell if the pressure drops. RSA offered to send a second engineer to reassess the condition of the boiler. Mr T would have to pay for this, but it would refund the charges if the engineer found that the boiler was not BER.

Mr T did not agree to this and referred his complaint to this service. He obtained a report from a private heating engineer, which states, "*boiler is working satisfactorily*". He is unhappy that his boiler was deemed BER, with the standard of service he received and with the missing pressure gauge.

Our investigator decided not to uphold the complaint. She found that RSA had been fair in declining the claim based on the initial fault being intermittent, which is not covered by the policy terms. Also, that Mr T had reported his boiler was working, and so there was no claim under the policy.

Mr T was not happy with this outcome and asked for an ombudsman's review. The complaint has been passed to me to decide.

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.

Having done so I have decided not to uphold Mr T's complaint, and for broadly the same reasons our investigator set out. I appreciate this will be disappointing for him, but I will explain why I think this is fair.

When an engineer first visited Mr T's home, the boiler was working. This is after Mr T had pressed the reset button. The terms of the policy say:

"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."

There was a complete breakdown of the boiler when Mr T first phoned RSA. Therefore, it was appropriate for RSA to send an engineer. However, it's true to say the boiler was working when the engineer arrived, and so technically there was no claim under the policy. It stopped working again a couple of days later, but I understand Mr T was again able to get it working and it has continued to work since.

Mr T disputes his boiler should be considered BER, because it's still working. He has provided a report from a heating engineer to support the boiler is working satisfactorily.

BER is defined in the policy as:

"BEYOND ECONOMICAL REPAIR In the opinion of our approved engineer, we are unable to repair your boiler."

I have thought about whether RSA's decision was fair, to say that the boiler was BER. It's clear the engineer reported the boiler wasn't in good condition following his inspection. He took photos of the plate heat exchanger that shows significant corrosion. I understand there are no records to show the boiler has been serviced. The engineer also determined the boiler was of some age, approximating this at around 20 years old.

I'm not an engineer and must rely on the expert information provided. I acknowledge the report Mr T obtained. However, I find the information RSA has provided persuasive, in that it was reasonable to conclude the boiler was BER. This is based on its age, the description of its condition, the absence of maintenance records, together with the assessment of what it would cost to carry out repairs without any guarantee of success.

In considering this, I don't think RSA acted unfairly, in saying the boiler was BER in line with the policy terms.

RSA has also referred to the following policy term under the section, "*We Do Not Cover*", which says:

"Intermittent faults where this cannot be identified at the time of the approved engineer's attendance."

I acknowledge Mr T's view that the fault wasn't intermittent, as the boiler has since been working without the need to reset it. In addition, he says the boiler only stopped working once. I acknowledge his view on this. However, RSA's records include a call log that show Mr T told it the boiler had stopped working on two occasions. This second call was logged two days after the initial claim. I note this is also when the heating allowance payment was agreed, because no heating was available, again indicating the boiler wasn't working.

Based on these circumstances, where the fault couldn't be identified at the time of the engineer's attendance, I think it's fair to say this fits with the policy definition of an

intermittent fault.

Turning now to Mr T's complaint that the engineer removed the pressure gauge, which he has had to pay to replace. The engineer was asked to comment on this point. Referring to the records, he said the gauge was still in place and, "*it's just a little bit of glass that came off*". I note from the photos the engineer took, the gauge/dial was in place on the boiler initially. Mr T has supplied photos with the pressure gauge/dial missing.

Based on the information available, I can't conclusively establish what happened to the pressure gauge/dial. I don't dispute either party's recollection of what happened. However, the engineer's report states a new pressure gauge was needed. I think that regardless of what happened after this point, it was established that a replacement was needed, which is Mr T's responsibility. Because of this I don't think it's fair for RSA to pay to replace the pressure gauge.

Finally, I understand Mr T was incorrectly told a second engineer visit would be arranged, when a manager called him. This was an error, as it had already been confirmed that Mr T would have to pay for the visit unless the engineer determined the boiler wasn't BER. This could have been handled better, but I don't think this had a significant impact or affected the outcome.

In summary I don't think RSA acted unfairly in relying on its policy terms when handling the claim. So, I can't fairly ask it to do any more.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 29 October 2021.

Mike Waldron
Ombudsman