

The complaint

Mrs M complains about her insurance policy underwritten by Royal & Sun Alliance Insurance Plc (RSA).

Although Mrs M's complaint has been directed to the claims handler of this policy – as RSA were the underwrites, they would be responsible for any complaints. When I mention RSA, it includes its agents.

What happened

Mrs M held a landlord emergency policy underwritten by RSA.

In February 2021, Mrs M called to ask for a visit from an engineer to inspect a boiler/hot water problem.

An engineer came out to inspect the boiler, but Mrs M says it was a day after they were scheduled to visit, and as she waited in all day for the engineer she should be compensated.

Mrs M has also raised a complaint with RSA about the cost of the labour. She says the engineer only attended for 30 minutes on his first call out and as she has one-hour free cover included in her policy, the remaining 30 minutes should've been added to the second call out. Mrs M says she was told this would happen when she called and spoke to an advisor at RSA.

RSA looked into the complaint and upheld it. RSA said the engineer got stuck behind an accident on the day of the first call out and had to attend the following day. RSA went on to say the engineer tried to contact Mrs M, but couldn't get through. As he didn't attempt to call the tenants, due to not having their number, RSA offered £25 compensation. RSA did find Mrs M was given some incorrect information regarding rolling the remaining labour time over on to the next visit, but this was corrected on a subsequent phone call. As Mrs M remained unhappy with the compensation amount, she brought her complaint to our service.

Our investigator looked into the complaint and thought RSA had offered a fair amount of compensation. Our investigator found that even though the delay of a day was out of the engineers' hands, he found the £25 was fair compensation for not informing both Mrs M and the tenant.

Our investigator went on to say that although it was clear there had been a miscommunication on the phone call with Mrs M regarding the labour costs. Mrs M had been given the correct information shortly after, and RSA were acting in line with the terms of her policy when they have charged for the additional labour cost. As our investigator didn't find this error had caused Mrs M any detriment, he didn't recommend increasing the compensation amount.

Mrs M disagreed with our investigators view. So, the complains been passed to me to issue 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.

Having considered the information given to me by both parties, I've come to the same outcome as the investigator – for largely the same reasons. I'll explain why.

Labour cost

As our investigator has pointed out, Mrs M's policy included one hour's labour at no cost to the policy holder. I appreciate Mrs M thinks that any remaining time from this visit should be rolled over to other call outs, but that's not how a policy like this works. Mrs M's policy covers for up to an hours' worth of work on each visit, so any time after that would be chargeable – as it has been in this case. Mrs M wasn't charged for the first visit or the first hour of the second visit, which is in line with her policy. I'm satisfied that the second hour of the second visit is chargeable in line with the policy. So, it follows that I don't find RSA have acted unfairly when they have charged the additional amount.

Phone call

It's clear from listening to the calls between Mrs M and the advisor at RSA that she was given incorrect information. I can also see that the incorrect information was corrected. As this information was given when making the claim, it's clear Mrs M didn't rely on this when choosing the policy. When a mistake like this happens, we look at how quickly the business corrects the mistake and the impact it had on the consumer. On this occasion it was corrected immediately, and I can't see Mrs M has suffered any detriment or paid more than she should have because of the mistake. And the investigator has rightly pointed out, we wouldn't look to put a consumer back in the position of the incorrect information.

Missed visit

Mrs M is clearly frustrated that the planned visit from the engineer didn't happen and was completed the following day. In assessing these types of complaints, our service will look at the reason for the missed visit, what the business done to minimise the impact and how long it delayed the work by. On this occasion, I'm satisfied that the reason for the delay was out of the engineer's control. The engineer to an extent did try to contact Mrs M, but couldn't get through. RSA have highlighted that the engineer should've had a number for the tenants, but on this occasion it was Mrs M that was waiting in for the visit, so I'm not sure how much difference this would've made to the course of events. The delays caused by the engineer not making the first appointment were only a day, as they made it to the tenant's property the following day. So, I'm satisfied RSA did minimise the impact as much as it possibly could've done. Having said that, I can understand Mrs M's frustration, and I'm satisfied RSA have paid Mrs M a fair level of compensation to make up for that frustration and the day off work she says she took waiting in.

Mrs M has complained that the engineer turned up unannounced the following day. As the tenants were present in the property and the repair was completed, I don't find there is any detriment been suffered by Mrs M here.

Further issues

Mrs M also raised further issues with her boiler after the repair was completed. RSA sent an engineer out to inspect the work and found no issues with the boiler or repair. Mrs M then raised a further complaint and RSA asked Mrs M to provide an inspection report. Given the engineer found no fault on his visit, I find this a reasonable request. Since the complaint, Mrs M hasn't followed this up with RSA or raised any further issues.

My final decision

My final decision is that I don't uphold this complaint or require RSA to increase its offer of compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 9 December 2021.

Tom Wagstaff
Ombudsman