

The complaint

Mr P is unhappy with the way Royal & Sun Alliance Insurance Limited (RSA) handled his home insurance claim.

My references to RSA include their agents.

What happened

Mr P holds home emergency cover with RSA. On 1 February 2021, he made a claim on his policy as his boiler unfortunately broke down.

Although RSA arranged for an engineer to attend the following day, they couldn't solve the problem as they needed additional parts. Mr P's boiler was eventually fixed three weeks later, following his consent to pay £233.25 towards the repair costs. Mr P was asked to pay this amount as the total cost of the works exceeded the £500 policy limit.

Mr P didn't have access to heating or hot water while he was waiting for his boiler to be repaired. So, RSA arranged for him to spend one night in a hotel and refunded £39.99 for the cost of a heater. Mr P also spent some nights at his friend's house.

After the work was completed, Mr P complained to RSA. He said the repair should have been completed much faster than it was, he was charged for parts RSA didn't use and parts that were too expensive.

RSA agreed they'd taken too long to complete the repair and said their customer service had sometimes fallen below their usual standards. So, they paid Mr P £200 compensation to reflect these errors. They didn't refund any of the money they charged Mr P for the parts or labour as they said he consented to this work before they started it. They also explained that they only use genuine parts sourced from their trusted suppliers. So, they didn't agree they should reasonably have used cheaper parts.

Mr P then complained to our service. In summary he said RSA should provide a breakdown of the parts they replaced and refund him the cost of the ones they didn't use. To support his point of view, he provided photographs of uninstalled parts, that were left on his property. He also highlighted the upset this matter had caused him and said the labour costs were unfair.

An investigator at our service then considered the complaint and asked RSA to provide their comments about the photographs. In response, they said Mr P specifically requested that all parts they attempted to use or replace, remained on his property. They also said the photographs showed parts that were old and replaced, new and unsuitable or new and faulty. In addition, as Mr P's boiler was more than ten years old and no longer manufactured, the engineer brought several parts with them to make sure they could complete a satisfactory repair. However, Mr P was only charged for the parts they successfully installed.

Our investigator thought RSA's explanation was reasonable and therefore concluded it wasn't likely Mr P had been charged for uninstalled parts. She also noted that while the total cost of the parts was £492.99, Mr P was only charged £478.85. So, he'd received a slight

discount in terms of the amount that exceeded the policy limit.

She also said £200 was a fair amount of compensation to reflect the distress and inconvenience caused by the delays and poor customer service. Finally, she explained that based on the breakdown RSA had provided, they'd acted fairly by asking Mr P to pay £233.25 towards the repair costs. She was also satisfied that RSA had made it reasonably clear he would need to pay for all works that exceeded the policy limit. So, overall, she didn't think RSA should do anything more to resolve the complaint.

RSA accepted our investigator's opinion, but Mr P didn't. He said RSA weren't telling the truth as while some of the parts in the photographs were old, there were some new parts that weren't installed but still charged for. He also said he'd shown the engineer the manual for his boiler, so they should have been able to source the correct parts instead of guessing. He also provided examples of cheaper parts that he thinks RSA could reasonably have used to complete the repair.

So, I've considered the complaint afresh.

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'm satisfied RSA have already given Mr P a reasonable resolution to his complaint for the following reasons:

- I appreciate that being without power and heating for three weeks would have been uncomfortable, upsetting and frustrating for Mr P. As RSA paid for him to stay in a hotel for one night and refunded the cost of a heater, I'm satisfied they took reasonable steps to try and reduce his discomfort. I was also glad to hear Mr P was able to stay with friends for a few nights despite the inconvenience.
- I'm satisfied RSA should reasonably have been able to fix Mr P's boiler much sooner than they did. The communication between RSA and Mr P could also have been improved. RSA have already acknowledged these errors and paid Mr P £200 compensation to reflect them. Based on the timescales involved and the overall impact, I'm satisfied this was a fair way of resolving this part of the complaint. So, I don't think RSA should do anything more in relation to it.
- Turning to the works that were completed. I appreciate Mr P feels our service should do more to challenge RSA as it's essentially their word against his. However, I'm unable to cross-examine the parties in the way he's suggested. Where the evidence is incomplete, inconclusive, or contradictory, as some of it is here, I reach my decision on a balance of probabilities – that is to say, what I consider is more likely to have happened based on the evidence that is available and the wider surrounding circumstances.
- I've reviewed the photographs Mr P has provided to show RSA charged him for parts they didn't install in his boiler. I've also considered RSA's response. Having done so, I find RSA's explanation to be reasonable given the age of the boiler and the fact it's no longer manufactured. This is despite the fact Mr P showed the engineer the manual. I also note that the breakdown of works doesn't suggest Mr P was charged for more than one of each type of part. Mr P also hasn't provided any additional evidence, such as an independent engineer's report to discredit RSA's explanation.

So, on balance, I don't think it's likely Mr P was charged for parts that weren't successfully installed.

- Before the repair works were completed, RSA made Mr P aware, he would need to pay for the parts and labour costs that exceeded the £500 policy limit. They also gave him the option of appointing his own contractor to complete the repair instead of accepting their quote. So, I don't think they've acted unreasonably by later declining to refund the £233.25 Mr P agreed to pay. I'm also satisfied RSA have provided Mr P with enough information to see how this amount was calculated. This includes the parts purchased and the labour costs involved. Mr P has said charging three hours of labour for the repair was excessive, but based on the number of completed visits, and the work that was undertaken, I don't think there is enough evidence to support this conclusion.
- Finally, I know Mr P feels the parts RSA sourced were too expensive. He's also provided examples of cheaper alternatives. However, just because cheaper parts were available, this doesn't mean RSA did anything wrong. As I've already explained, Mr P was given the option of completing the works elsewhere and he didn't have to accept RSA's quote. Where RSA source their parts from is also a commercial decision which I won't interfere with here. Other than to say, I don't think it's unreasonable they purchased genuine parts from their trusted suppliers to help ensure a high quality repair.

My final decision

For the reasons I've explained, I'm satisfied Royal & Sun Alliance Insurance Limited have already provided Mr P with a reasonable resolution to his complaint. So, I don't require them to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 14 March 2022.

Claire Greene
Ombudsman