

## **The complaint**

Mr and Mrs V have complained that Royal & Sun Alliance Insurance Plc (RSA) has refused to pay for repairs under their home emergency insurance policy.

## **What happened**

RSA provides the home emergency cover under Mr and Mrs V's home insurance policy.

Mr and Mrs V made a number of claims to RSA because their central heating wasn't working properly. RSA's engineers made several visits to the property. They replaced a valve and a fan. They found a split in a magnetic filter which they patched and later replaced. Mr V contacted RSA not long after as the boiler still wasn't working properly.

An engineer was sent out again. He reported that the boiler hadn't been installed properly and the pipework required attention. RSA said it wasn't liable for those works as the policy didn't cover general maintenance or damage caused by faulty workmanship.

When Mr and Mrs V complained, RSA didn't change its decision. But it paid Mr and Mrs V a total of £150 compensation (including a £50 contribution from its contractor) for the way the claim had been handled.

Mr and Mrs V brought their complaint to this service. Our investigator didn't uphold it. He didn't think RSA had treated them unfairly.

As Mr and Mrs V didn't agree, the matter has been referred to me.

## **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.

In particular I confirm I've read the emails from Mr V in connection with this complaint.

RSA is the insurer responsible for home emergency claims under Mr and Mrs V's policy. Where I refer to RSA, I include the engineers for which it is responsible.

Mr and Mrs V's home emergency policy covers them for temporary repairs to resolve emergency situations. An emergency situation is (amongst other things) one which results in a home losing its heating. It doesn't cover normal maintenance or repairs which need to be carried out periodically such as descaling water pipes. It also doesn't cover any heating system not installed or repaired correctly. The policy doesn't cover permanent repairs unless they can be completed for a similar cost as a temporary repair.

I'll look at whether RSA handled Mr and Mrs V's claims in line with the above policy terms.

From looking at the claim notes it seems the engineer was able to ensure that Mr and Mrs V had hot water and heating. But he found a number of other faults. He reported:

*“I found a lot of individual installation faults. flow from the boiler was flowing in reverse around the airing cupboard (amended) also the zone valve for the HW isn't fully responding to the clock, the boiler hasn't even been used to heat the cylinder as the immersion has been running nonstop for ages. it seems as though the flow from the boiler is restricted, which could be a result of the spaghetti junction pipework, the pump or an obstruction. I would like to return double handed with a pump, kitchen cupboard will need to be removed, also need several hours to run some x800, plus inspect all pipework and make adjustments where necessary.”*

RSA didn't authorise any further work. Since Mr and Mrs V had hot water and heating, I don't think RSA treated them unfairly in not carrying out any further work as it didn't amount to an emergency situation.

Mr and Mrs V disagree that there were installation faults. They say their local authority's building control officer didn't find any faults when he approved their extension. But that's not sufficiently strong technical evidence to persuade me that RSA's engineer was wrong in this respect.

Mr V also doesn't believe that he's been provided with complete copies of the engineers' reports and that some things in them were untrue. The reports that I've seen aren't word for word the same and there are some inconsistencies around timing. But the substance of the reports is consistent in that there were maintenance issues and installation faults. I'm not convinced there's justification to show that RSA was fraudulently trying to manipulate the reports to avoid being liable for further work.

There were some delays in handling this claim and the engineers didn't always keep to their appointments. But overall I think the compensation of £150 already provided is sufficient to compensate Mr and Mrs V for the trouble and upset caused by this.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V and Mrs V to accept or reject my decision before 8 November 2021.

Elizabeth Grant  
**Ombudsman**