

## **The complaint**

Mrs F has complained about how Royal & Sun Alliance Insurance Plc (RSA) dealt with a claim under her home emergency policy.

I'm aware that Mrs F is represented in this case, but for ease, I will only refer to Mrs F, who is the policyholder.

## **What happened**

Mrs F contacted RSA when she found scalding water was coming from her taps. RSA sent an engineer, who said there were issues with the system. Mrs F asked for another engineer to be sent. The second engineer said the boiler and system needed to be replaced. A third engineer was then sent who said he could make a repair the following week, rather than the boiler being replaced. However, the engineer was then unwell, so a different engineer visited. This engineer also said the boiler and system needed replacing. Another engineer visited a few days later and also said a new boiler needed to be installed. Shortly after that, the engineer who had said he could carry out a repair phoned Mrs F to say he was available but Mrs F said she had already replaced the boiler.

When Mrs F complained, RSA said all the engineers who visited said the system wasn't in good condition. Although one engineer had said he could make a repair, he had also said the system was very old. When that engineer later contacted Mrs F, she said the boiler had already been replaced.

So, Mrs F complained to this service. Our investigator didn't uphold the complaint. He said RSA had acted in line with the terms and conditions of the policy. It had sent engineers, most of whom had said the boiler needed to be replaced. There was nothing to indicate that RSA had tried to prevent the engineer who said he could carry out the repair from doing so, but by the time the engineer was well again, Mrs F had already replaced the boiler.

As Mrs F didn't agree, the complaint 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.

Having done so, I don't uphold this complaint and for largely the same reasons as our investigator. I will explain why.

Mrs F has said that had she known the engineer who had said he could carry out a repair would follow up when he was well again, she wouldn't have replaced the boiler. Mrs F felt the recommendations of one of engineers was to benefit himself financially and would also have meant RSA didn't need to pay anything towards a repair. Mrs F wanted to be paid the amount it would have cost to carry out the repair.

When the engineers visited, all of them said the system was old and some of the engineers said the system needed to be replaced. One of the engineers said he could carry out a repair but was then unwell so wasn't able to visit as previously arranged. Following a visit from another of RSA's engineers, Mrs F decided to have the boiler replaced through a contractor she arranged herself.

I haven't seen anything to suggest that the advice from the engineers to replace the boiler was unreasonable based on their assessment of the system and its age. I also haven't seen anything to suggest that this advice was given to save RSA the cost of carrying out a repair. I'm aware that Mrs F was also unhappy with the quote provided by one of the engineers. But Mrs F wasn't required to accept the quote and didn't do so.

When the engineer got in touch with Mrs F, the boiler had already been replaced, so there was then no opportunity to carry out the repair. I can see that Mrs F might then have thought it was unnecessary to have fitted the new boiler. But RSA didn't fit the boiler and I haven't seen anything to suggest it was involved in any discussions about doing so with the independent company who fitted it.

I accept that Mrs F may have felt she needed to find a solution to the ongoing problem with the hot water and that as the main advice was to replace the boiler, that was the route she took. But RSA didn't prevent Mrs F from exploring other options, such as a repair, with an independent company if she thought that advice was wrong. I understand that when Mrs F spoke to the independent company about the issue, she discussed the option of replacing the same part that one of the engineers recommended, but that company was unable to locate a suitable part. Following this, Mrs F decided to replace the boiler through the independent company.

I don't doubt that Mrs F's preference was to carry out a repair and I can see that it was a time-consuming, and ultimately costly, experience to get the issue resolved. But thinking about the full circumstances of what happened, I don't uphold this complaint or require RSA to do anything further.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 11 November 2021.

Louise O'Sullivan  
**Ombudsman**