

The complaint

Miss L has complained about the service she received from Royal & Sun Alliance Insurance Plc (RSA) under her home emergency insurance policy when she reported a problem with her boiler.

References in this decision to RSA include its contractors.

What happened

On 4 November 2020 Miss L contacted RSA about a problem with her boiler which wasn't providing hot water. An RSA engineer attended the next day.

During the course of the engineer's visit it appears that an argument took place between Miss L's partner and the engineer. The engineer called the police as the situation became volatile, and he abandoned his visit. He also called Gas Safe, and there are conflicting accounts as to whether this was because he'd identified a gas leak, or because he'd had to leave the property without having had the opportunity to reconnect the boiler and check it was safe. Gas Safe disconnected the gas supply. RSA said it wouldn't attend again because of what had happened.

Miss L had to make her own arrangements to have her gas reconnected which she did two days later. This cost her £70. She then arranged for a new boiler to be installed three weeks later at a cost of £1,080. She asked RSA to reimburse her for these sums.

RSA has said that if her boiler was repairable, it would consider reimbursing her for the cost of this repair by a third party if the nature of the repair was covered by her policy, and up to the claim limit of £1,000. But it said it didn't have sufficient information to consider Miss L's request for reimbursement, so it asked her to provide the following information:

- The age of her old boiler
- A copy of its service history
- Clarification as to whether the engineers who had reinstated her gas supply had been able to reinstate her heating and hot water
- A report from the company that fitted her new boiler explaining the damage that had been present in her old boiler before it was replaced.

Miss L wasn't able to provide any of this information to RSA. She said that she'd spoken to the company who fitted her new boiler and that it said it didn't have full details of the fault with the old boiler as it had been two months since the new boiler was fitted, but Miss L said it confirmed that it was broken due to RSA's engineer having broken a part. She believes that RSA should've sent out another engineer to fix her boiler.

RSA did accept that when its engineer left on 5 November, Miss L hadn't been told that she could appoint her own engineer to fix her boiler and provide their invoice to RSA for consideration. RSA offered Miss L £50 for this shortfall in its service.

Miss L wasn't satisfied with RSA's response to her complaint and the offer of £50, so she brought her complaint to this service. Our investigator's view was that the information RSA had asked for from Miss L to enable it to assess her claim was reasonable, and that Miss L hadn't provided sufficient evidence to support her claim for reimbursement.

Miss L doesn't agree with our investigator's view and has asked that her complaint be referred to an ombudsman for a final decision from this service.

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.

I'm not going to uphold Miss L's complaint and I'll explain why.

I've seen what both RSA and Miss L have said about what took place when RSA's engineer attended on 5 November and what then followed. In coming to my decision, I haven't formed a view on what actually happened on that occasion, as I'm not in a position to say whose version of events is correct, and I haven't taken sides.

But I have taken into account what appears to be common ground that the police were called by RSA's engineer because of an altercation between him and Miss L's partner following which he left the property. And it does seem to me to be more likely than not that RSA's engineer had a valid reason to abandon his visit to Miss L as calling the police is not something that is done lightly. I also consider that the engineer acted responsibly in contacting Gas Safe to ensure that the boiler was safe as he'd been unable to complete his inspection and to leave it in a safe condition before he left the property. Gas Safe, an independent third party, considered it was necessary to disconnect the supply for safety reasons.

I don't consider that it was unreasonable in the circumstances for RSA to say that it wouldn't return to reinstate Miss L's gas supply and complete the boiler repair. It has a responsibility to ensure that its staff can operate safely and without threatening behaviour. I therefore consider that it would be unreasonable to require RSA to reimburse Miss L for the £70 cost of reinstating her gas supply as this wouldn't have been necessary if RSA's engineer had been able to complete his inspection and leave the boiler safe on 5 November.

Turning to the new boiler that Miss L had to pay for, I think it's reasonable for RSA to ask for further information from Miss L about what third parties found when they worked on Miss L's old boiler so it could properly assess a claim for reimbursement. This would have indicated whether the problem was one covered by Miss L's policy. I also think it was reasonable for it to ask for evidence of the age of the boiler and for its service history, because this information is relevant to exclusions from cover that the policy contains.

RSA has offered Miss L £50 for failing to advise her that she could use her own tradesmen and submit their reports for consideration. If Miss L had been given this advice, she might have asked her contractors when they were instructed rather than two months later to report on the fault with the old boiler and why it was necessary to fit a new one. Miss L has provided invoices from her contractors, neither of which make any reference to any fault with the old boiler. Miss L hasn't been able to provide any report that comments on the condition of the boiler.

But Miss L has also not provided any of the other information requested by RSA that would enable it to assess her claim. I therefore don't consider that RSA's failure to inform Miss L

that she could instruct her own trades and provide a report for consideration for reimbursement was the only reason why her claim was rejected.

In these circumstances I consider that the £50 offered to Miss L is reasonable and RSA should pay this sum to her if it hasn't already done so.

So whilst I have sympathy for the inconvenience that Miss L experienced, and the fact that she had to pay for a new boiler, she hasn't provided any evidence that the fault might have been one covered by her policy for which RSA might have reimbursed her or paid a contribution towards a new boiler if her old one was beyond economic repair. She also hasn't provided any evidence to support her assertion that RSA is responsible for the need for a new boiler. In these circumstances I don't consider that RSA has been unreasonable in rejecting her claim.

My final decision

My final decision is that I'm not upholding Miss L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 24 November 2021.

Nigel Bremner
Ombudsman