

The complaint

Mr and Mrs T complain about the service provided by Royal & Sun Alliance Insurance Limited (RSA) under their home emergency insurance policy.

Reference to RSA includes agents acting on its behalf.

What happened

Mr and Mrs T have home insurance with RSA which includes home emergency assistance. In May 2021 they contacted RSA as they had a loss of water pressure and they suspected there was a leak in the system. An RSA engineer attended and inspected the boiler but couldn't find any sign of a visible leak. He advised Mr and Mrs T they would need trace and access to identify where the leak was coming from. RSA told them they didn't have cover for trace and access, so they contacted a third-party who investigated at a cost of £750. The third-party engineer found no leak in the system but noticed water dripping from the boiler. The RSA engineer re-attended and agreed there was a leak in the boiler. He said it needed a new heat exchanger and the boiler manufacturer subsequently replaced it.

Mr and Mrs T complained to RSA as they said there was a very visible crack down the front of the heat exchanger. Had the engineer investigated further when first attending, they believe he would have found the source of the leak rather than assuring them the leak wasn't from the boiler but elsewhere in the system. They wanted RSA to reimburse them for the wasted cost of the trace and access investigation.

RSA reviewed the situation but didn't think it had done anything wrong and so Mr and Mrs T brought their complaint to this service.

Our investigator noted that Mr and Mrs T's policy didn't cover them for trace and access. He said there was no sign of a leak when the engineer attended, and it was not the intention of emergency cover to locate the leak. As there was no sign of a leak when the engineer left and the boiler was working, he didn't think there had been any failing by RSA.

Mr and Mrs T didn't agree with the investigator's view so the complaint has been passed to me to make a decision. They accept their policy doesn't cover them for trace and access. But they don't think it's unreasonable to have expected the RSA engineer to spend time looking for the leak itself. They said it would only have taken him a few more minutes to expose the whole of the face of the heat exchanger and find the crack that was the source of the leak.

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.

There's no dispute that the problem with Mr and Mrs T's central heating system was that the heat exchanger had failed and needed replacing. There was a crack in the heat exchanger that was causing a loss of water pressure. As the replacement part would cost more than the

limit on their cover, RSA advised Mr and Mrs T to contact the manufacturer to see if they would be able to help, which they did.

There's also no dispute that Mr and Mrs T don't have trace and access cover. They accept their policy schedule doesn't cover them for that and so there's no need for me to consider this aspect.

The question in dispute is whether RSA's engineer should have done more to identify the leak when they first attended, rather than assuring Mr and Mrs T there was no leak from the boiler and instead advising them they needed trace and access. Mr and Mrs T think it's reasonable to have expected the RSA engineer to have done more of an investigation when they attended. But, on balance and having carefully considered the evidence, I don't think RSA has treated them unfairly. Let me explain why.

Mr and Mrs T's home emergency policy says it covers them for the cost of any repairs and parts necessary to restore the service or prevent further damage to the home as a result of the failure or damage to the plumbing system. RSA has said it's not the intention of emergency cover to locate the leak and, in light of the wording of Mr and Mrs T's policy, I don't think that's unreasonable. Home emergency insurance is usually designed to provide a rapid response to an emergency situation relating to essential services supplied to the home. As RSA said, although the engineer in this case didn't identify the cause of the problem, the boiler was working when he left the property and there was no visible sign of a leak.

The engineer says he couldn't find any evidence of a leak when he first attended. He said there were no signs of limescale or stains to help identify any leak and RSA believes it would have been difficult to diagnose the problem without clear evidence of a leak. Mr and Mrs T said the engineer took off the front cover of the boiler so he could see the pipe connections to the heat exchanger and a small part of the heat exchanger itself. They said it would only have taken the engineer a few more minutes to expose the whole face of the heat exchanger and he would then have seen the crack. In hindsight, it clearly would have been better had the engineer done more to inspect the boiler. But there were no signs of a leak from the boiler at the time and so I don't think it was unreasonable for the engineer not to have gone further when he first attended.

The third-party engineer was the first person to identify a leak coming from the boiler. But that was about 11 days after RSA's engineer first attended. So, I think it was fair for RSA to suggest the leak had got worse between the engineer's first attendance and his second, making it easier for the third party engineer and RSA's engineer (when he re-attended) to identify the cause of the problem. I think this adds further weight to the argument that it would have been difficult for RSA's engineer to have identified where the leak was coming from when he first attended. When he re-attended, the leak was visible and the crack that was causing it was as well. Whether that crack would have been visible when the engineer first visited is debateable and there's a possibility that even had the engineer exposed the heat exchanger, the crack might not have been as large or as visible as it later became.

So, on balance and taking all of the above into account, I don't think it would be fair to say RSA has treated Mr and Mrs T unfairly in refusing to reimburse them for the cost of the trace and access investigation. I'm sorry to hear about the problems they faced, but I don't think RSA needs to do anything more.

My final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs T to

accept or reject my decision before 6 June 2022.

Richard Walker
Ombudsman