

The complaint

Mr S complained that Royal & Sun Alliance Insurance Limited (“RSA”) unfairly declined his claim under his home emergency policy.

What happened

Mr S had been a loyal customer, taking out a home emergency policy with RSA for five consecutive years. Mr S said, *“when my boiler was leaking I asked for assistance but was told I had to pay a call out [charge of] £250 and pay for repairs [of] up to £500”*. Mr S was unhappy with what he was told, so raised a complaint and he appointed his own contractor to carry out the repair. Mr S has asked for *“all his monies back”*.

RSA said *“you advised there was an issue with your boiler. During the claim assessment, you advised us that your boiler had not been serviced for around four years. Therefore, we explained that we would need to withhold funds from you prior to sending an engineer to your property as your boiler had not been maintained and serviced in line with your policy requirements”*.

Our investigator decided not to uphold the complaint. He said Mr S hadn’t had his boiler serviced in the four years leading up to the claim. He thought RSA had acted fairly in line with the terms and conditions of the policy by asking Mr S to reserve an amount upfront which would be payable if the damage was caused due to a lack of maintenance. Mr S disagreed, so the complaint has been referred to an ombudsman.

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 going to disappoint Mr S, as I am not upholding this complaint. I’ll explain why.

RSA asked Mr S to reserve an amount upfront which would be payable if the damage was caused due to a lack of maintenance. It did this as it said Mr S hadn’t had his boiler serviced in the four years leading up to the claim which it said meant Mr S hadn’t met the requirements of his policy.

I have checked the call Mr S had with RSA’s call agent when he made his claim. From the dialogue they had, I think RSA was reasonable to determine that Mr S hadn’t had his boiler serviced for at least four years.

So, I have checked the policy to see whether RSA has acted fairly. In section 7 *“primary heating system”*, the policy lists some exclusions which includes *“lack of maintenance or neglect by you (you may be asked to reserve funds if your boiler has not been serviced in line with the manufacturer’s instructions)”*. I think the average, reasonable person would tend to have their boiler serviced annually. Mr S hasn’t provided any evidence to suggest why he didn’t need his boiler serviced regularly – such as manufacturer’s instructions setting out a

less frequent servicing requirement. I can see Mr S hadn't taken out the additional cover to get RSA to arrange his annual boiler service, so Mr S would've needed to arrange this privately with a qualified gas engineer.

As there wasn't evidence of regular servicing of the boiler, I think RSA has been reasonable in assuming that the issue with the boiler could possibly have been caused by a lack of maintenance. Therefore, I think RSA were fair to set out the right expectations on the call that Mr S may end up paying for the costs of the repair if the fault was proven to be due to a lack of maintenance. So, it asked for Mr S to reserve the funds ahead of its visit. I think this was fair and consistent with the terms and conditions. If the fault didn't turn out to be due to a lack of maintenance, then I don't have any reason to doubt that RSA would've covered the claim.

Mr S said he would think about this and would get back to RSA, but he never did. So, I can't see that RSA has done anything wrong. So, I don't uphold this complaint.

My final decision

My final decision is I don't uphold this complaint, I don't require Royal & Sun Alliance Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 29 June 2022.

Pete Averill
Ombudsman