

The complaint

Mr K and Ms G complain that Royal & Sun Alliance Insurance Limited (trading as More Th>n) mishandled a claim on the home emergency section of their home insurance policy. Where I refer to Mr K, I regard him as also speaking for Ms G.

Where I refer to RSA, I refer to the above-named insurance company and I include its home emergency service provider and others insofar as I hold RSA responsible for their acts or omissions.

What happened

Ms G and Mr K had an RSA home insurance policy with the home emergency upgrade. That covered various home emergencies including breakdown of a central heating boiler.

In about September 2021, Ms G and Mr K acquired a new central heating boiler made by a well-known manufacturer. The boiler had a large output of about 48 kilowatts. An installer installed it at Mr K's home.

Unfortunately, on about 10 January 2022, the central heating boiler wasn't working properly. So Mr K called RSA for help under the home emergency section of the policy.

RSA visited the next day. But later that day, RSA sent a text message to say the manufacturer's warranty covered the boiler.

On 13 January 2022, RSA said it wouldn't repair the boiler because it was a "commercial boiler". Later, RSA said any repair other than by the manufacturer might invalidate its warranty. Mr K complained to RSA about delay and poor service.

In the end, Mr K waited for the manufacturer to visit on about 21 January 2022.

By a final response dated late February 2022, RSA upheld the complaint. It apologised and said it was arranging payment of £100.00 compensation.

Unhappy with that, Mr K brought the complaint to us in early March 2022. Mr K's complaint form included a statement that he had paid his sister £1,000.00 for moving out of her house and allowing him and his children to use it for 10 days, but RSA had refused to reimburse him.

our investigator's opinion

Our investigator didn't recommend that the complaint should be upheld. He thought that the offer of £100.00 was fair and in line with the recommendations we make at this service.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr K and Ms G and to RSA on 26 August 2022. I summarise my findings:

RSA should've got Mr K's boiler fixed about a week earlier. So I held RSA responsible for the distress Mr K suffered for about a week of having to stay at his parents' home or his sister's home while caring for two children in cold weather.

Also, I held RSA responsible for about two weeks of unproductive and frustrating telephone calls. Mr K felt that RSA was making excuses for not fulfilling its home emergency contract with him.

RSA tried to put things right by arranging a payment of £100.00 compensation. But overall, I wasn't minded to find that this went far enough.

Subject to any further information from Mr K and Ms G or from RSA, my provisional decision was that I upheld this complaint in part. I intended to direct Royal & Sun Alliance Insurance Limited (trading as More Than) to pay Mr K – in addition to the £100.00 already paid – a further £150.00 for distress and inconvenience suffered by him and Ms G.

Mr K had nothing to add in response to the provisional decision.

RSA accepted the provisional decision.

So I see no reason to change my view.

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.

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules. The effect of one of those rules is that a consumer must first make a complaint to the regulated financial firm and wait up to eight weeks for a final response before we can investigate that complaint.

We look at an individual consumer's complaint. Where we uphold a complaint about an unfair act or omission, we look at its impact on that consumer and we direct the firm to take steps to put things right for that consumer.

I've listened to call recordings from 10, 11, 13 and 18 January as well as 28 February and 4 March 2022.

Mr K's recollection is that he asked about alternative accommodation and complained to RSA that it should've paid for it. RSA denies that. From the call recordings and from the final response, I haven't heard or seen enough evidence that Mr K asked for alternative accommodation – or complained that RSA should pay for alternative accommodation.

So I don't consider that the rules allow me to investigate - at this stage - Mr K's complaint that RSA should reimburse him £1,000.00 paid to his sister.

I find that RSA was responsible for conflicting and confusing information about why it hadn't got on and fixed the boiler.

I consider that Mr K was correct that the policy covered the emergency repair of his boiler. I say that notwithstanding that it was by some definitions a "commercial boiler". And I say that the boiler was covered notwithstanding that the boiler was still under warranty from its manufacturer.

I consider that RSA went beyond warning Mr K to check the warranty, but rather unfairly telling him that any work by RSA would invalidate that warranty.

However, I find that Mr K's first move had been to contact the manufacturer. He has said that he wasn't happy with its proposed timescale of two to three weeks (which would've been about 24 June to 1 July 2021).

In the end, the manufacturer visited on about 21 June 2021. That was earlier than it had said. So I don't find it fair and reasonable to say that RSA caused any delay in the manufacturer's visit.

Nevertheless, I consider that RSA should've got Mr K's boiler fixed about a week earlier. So I hold RSA responsible for the distress Mr K suffered for about a week of having to stay at his parents' home or his sister's home while caring for two children in cold weather.

Also, I hold RSA responsible for about two weeks of unproductive and frustrating telephone calls. Mr K felt that RSA was making excuses for not fulfilling its home emergency contract with him.

Putting things right

RSA tried to put things right by arranging a payment of £100.00 compensation. But overall, I don't find that this went far enough. I conclude that – in addition to that £100.00 – RSA should pay Mr K a further £150.00 for distress and inconvenience suffered by him and Ms G.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Royal & Sun Alliance Insurance Limited (trading as More Than) to pay Mr K – in addition to the £100.00 already paid – a further £150.00 for distress and inconvenience suffered by him and Ms G.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G and Mr K to accept or reject my decision before 21 October 2022.

Christopher Gilbert

Ombudsman