

The complaint

Mr K complains about Royal and Sun Alliance Insurance Limited (RSA) poor service, following his claim under his home emergency policy.

What happened

Mr K's boiler broke down and he contacted RSA to make a claim. During the claims assessment, Mr K was asked to confirm the age of the boiler but was unable to do so as he was unaware of his boiler's age. RSA told Mr K that because he was unaware of the boiler's age, he would be charged a call out fee, for an engineer to attend.

RSA further explained that if the boiler was found to be under 15 years of age, then the funds would be refunded to him. And if the boiler was over 15 years further charges would be levied. RSA explained that this was due to the policy that Mr K held with them.

Mr K confirmed to RSA that he had a young family at home, with no heating or hot water. RSA explained that it would find an engineer and call him back once one was found.

Mr K said that a few hours later, he received a call from RSA, who informed him that it had located an engineer and the earliest time that the engineer could attend was the next day. Mr K was unhappy with this as he believed that RSA were not categorising his claim as an emergency. So, he raised a complaint and declined the use of RSA's engineer.

Mr K said that he found an independent engineer who attended and ultimately replaced his boiler. He also felt that RSA had not called him back with an update sooner, had failed to provide him with a clear cost upfront, that the advisor wasn't sympathetic to his situation and the engineer appointment offered wasn't within a reasonable timeframe.

Mr K wanted RSA to reimburse him, the costs of the independent engineer of £85, as well as compensation for the poor service he said he received.

In its final response, RSA explained that Mr K was unsure of his boiler's age, and this would've had an effect on his claim. It explained that the claim wouldn't be rejected but costs would have to be reserved, to cover the engineer's call out charges. It said that it was unable to provide a cost as this was dependent on the engineer who was allocated the job. Further, it wasn't able to provide an engineer imminently (as Mr K wanted) but did so within 24 hours, as per the policy terms and conditions.

It also said that if Mr K were able to provide evidence that his boiler was under 15 years old, then it would look to consider the costs he incurred, with the intention of reimbursement. Ultimately, it declined his complaint.

Mr K was given his referral rights and referred a complaint to our service. One of our investigators considered the complaint and didn't think it should be upheld. He said that he didn't find that RSA had handled his claim poorly. He said that RSA gave Mr K the correct

information as per the policy terms and conditions. He said that the timeframe that Mr K was given by RSA wasn't unreasonable. So, he concluded that RSA handled Mr K's claim at a satisfactory level.

RSA accepted the view Mr K did not. Mr K said that the view didn't take into consideration about his young family or that it was the middle of winter, and he was without heating and hot water. He said that what would've happened had he not had the financial means to pay for the call out? That the timescales that RSA used, for what should be classed as an emergency were unacceptable. So, he asked for a decision from 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 won't uphold this complaint, for much the same reasons as our investigator. I understand that this might be a disappointment to Mr K, but I hope my findings go some way in explaining why I've reached this decision.

Mr K held a home emergency policy with RSA. His boiler broke down and he made a claim. Mr K complaint is that RSA should've been more clearer regarding costs, RSA failed to consider his personal circumstances and there was no definition of emergency within the policy terms and conditions, which meant that RSA could do what it wanted regarding the timescales of sending out an engineer, which was unacceptable to Mr K.

Mr K would like his costs reimbursed, as he paid for an independent engineer to carry out repairs on his boiler, which totalled £85. He would also like compensation for the poor service. I have had a look at the points that Mr K has raised to see if RSA was fair and reasonable in its handling of his claim. In addition, I have considered the comments by RSA as well as the policy terms and conditions.

I am satisfied that Mr K had issues with his boiler, I am also satisfied that RSA accepted his claim. Mr K said that the agent who initially took details from him and carried out the assessment of his claim wasn't sympathetic to his personal circumstances. I've had a listen to a copy of the call recording, which lasted around 18 minutes.

I note that the agent considered the fact that Mr K had a young family. I say this as during the call (after Mr K had disclosed that he had a young family and was without heating and hot water) the agent took steps to locate a suitable engineer. Unfortunately, she was unable to find an engineer and informed Mr K that she would continue to source an engineer and that he would receive a call back once one was located.

Further, the call handler provided the correct information regarding what was covered and what wasn't covered under the policy. She told Mr K that boilers over the age of 15 years wouldn't be covered under the policy.

Having reviewed the policy terms and conditions, it clearly states this to be the case: '*Section 7 – Primary Heating System What is Excluded? 1. Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt).*' This was then further confirmed in RSA's, final response, where it said that even if the boiler had been over 15 years of age (As Mr K was unaware of its actual age), it still would've come out and aided Mr K. Consequently, I can't agree that RSA were unreasonable or unfair in applying the policy terms and conditions to

Mr K's claim, as we would expect it to do. Nor can I say that it wasn't empathetic to Mr K's needs.

I note that in the policy terms and conditions, Mr K could've purchased or hired temporary heaters and RSA would've contributed towards this purchase, but Mr K chose not to do so.

I have next considered the timescales and whether there is any definition of emergency within the policy terms and conditions. Mr K said that a delay of around 9 hours before he was called was unacceptable. He said that the call out could've taken up to 32 hours before RSA sent an engineer.

I accept that there is no actual definition of emergency within the policy terms and conditions. But the terms and conditions do clearly state that once a claim has been accepted, RSA has 24 hours to locate and send an engineer to carry out a temporary repair: *'If your claim is accepted, we ask that you allow for the contractor to attend your home within 24 hours of the claim being reported to us.'* So, I've had a look at the brief timeline of events.

Mr K contacted RSA to make the claim and on the same day the claim was accepted. Later in the afternoon, RSA contacted Mr K again and confirmed that it had now located a suitable engineer who would attend the next day, on an all-day appointment basis. I have listened to the call between RSA and Mr K, in which the agent tells Mr K about the engineer's availability. I note that it was in this call, that Mr K refused the services of the engineer and raised a complaint.

The policy doesn't provide for specific appointment times. But given that RSA has said that it works on the basis of the engineer's availability, and that the engineers often provide all-day slots, to ensure that they can attend as many call outs as possible, I can't agree that a next day appointment, was unreasonable. And I'm satisfied that RSA followed the policy terms.

I've next considered whether RSA ought to reimburse Mr K's costs of his independent engineer. The policy specifically excludes cover for boilers over 15 years of age. Mr K said that he was unaware of the boiler's age. But despite this, RSA said that if Mr K was able to show that the boiler was under 15 years old, then it would consider reimbursing those costs, on production of the invoice and proof of the boiler's age.

Mr K has not provided the required proof, so I'm satisfied that RSA was fair and reasonable to offer to reimburse his costs that he incurred once the proof had been obtained.

Taking everything into account, whilst I understand how disappointed Mr K will be, I'm satisfied that RSA handled his claim fairly. I think it was reasonable in its offer to reimburse Mr K's costs on production of the invoice and proof of the boiler's age. Accordingly, I can't fairly ask RSA to do anything more to resolve this complaint.

My final decision

For the reasons given, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 20 March 2023.

Ayisha Savage
Ombudsman