

## **The complaint**

Mr S and Mrs S have complained about how Royal & Sun Alliance Insurance Limited (RSA) dealt with a claim under a home emergency policy.

As Mr S dealt with the claim and complaint, I will normally only refer to him. References to RSA include companies acting on its behalf.

## **What happened**

Mr S didn't have any heating or hot water. So, he contacted RSA to send an engineer. That evening, Mr S tried to contact RSA for an update because he didn't hear anything further. But, he wasn't able to speak to anyone. He phoned again the next day but continued to have problems getting through to RSA. The same day, a contractor called to say he would be able to visit the following day. Mr S said this wasn't acceptable and that someone should visit that day.

It was confirmed that the engineer would visit the following day. Mr S said he would be out for a short period and asked that the engineer phone in advance. The engineer left a voicemail a few minutes before he arrived. Mr S wasn't home. So, the engineer left. Mr S arrived home shortly after and phoned the contractor to ask for him to return, but he was told this wasn't possible. RSA tried to find a new engineer, but there weren't any immediately available. Mr S arranged his own engineer.

Mr S complained to RSA. When RSA replied, it apologised for the delay in sending an engineer. It said it expected someone to be available at the property, but that the engineer hadn't given the agreed amount of notice of his arrival. It said it would have been stressful for Mr S's family to have no heating. It offered £80 compensation. It also later refunded two years of premiums, which was a further £65.

When Mr S complained to this service, our investigator said RSA had responded reasonably to the complaint. She said an engineer should have visited within 24 hours, which didn't happen. The engineer also didn't phone 30 minutes before his arrival, which meant Mr S missed the visit. RSA had also tried to source another engineer, but this hadn't been possible. However, it had now reimbursed the cost of Mr S's own engineer and she said the £80 compensation offered and the premium refund was fair.

As Mr S didn't agree, the complaint was referred to me.

## **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.

Mr S has said RSA didn't provide the service it should have under the policy. I've looked at the policy booklet. This didn't say how quickly an engineer would visit. However, RSA has confirmed it should have sent an engineer within 24 hours of Mr S reporting the claim. It didn't do this. The contractor also didn't give the agreed 30 minutes notice of his arrival,

instead he phoned nine minutes before he arrived. So, Mr S wasn't at the property, although he arrived home shortly after. However, the engineer had left.

When Mr S followed up with RSA, he said he wanted another engineer to visit. RSA tried to arrange this. It also said Mr S could arrange his own engineer and then forward the invoice to RSA, which it would then consider. Mr S wanted RSA to provide an engineer. He also looked for an engineer himself. Mr S found an engineer who could visit. So, RSA said Mr S should provide the invoice.

RSA accepted it should have provided better service and that the delays and other issues with sending an engineer would have impacted Mr S and his family. It offered Mr S £80 compensation and later refunded two years of premiums, which was a further £65. I'm aware Mr S doesn't think this was enough compensation. This included because he was concerned about having to chase RSA about the visit and the time it took for him to find his own engineer. I've thought about what Mr S has said and, although I understand Mr S's strong views about what happened, I think what RSA offered was fair in the circumstances. I think the compensation is in line with what I would expect to see in circumstances like these and fairly reflects the inconvenience and impact caused.

I'm aware Mr S was also concerned that RSA hadn't refunded his own engineer's costs. It's my understanding that RSA has now refunded this. Mr S has also said the £65 for the premiums has been paid. However, RSA hasn't paid the £80 compensation it offered. As I think this was fair to address the issues raised, I require RSA to pay this compensation.

### **Putting things right**

RSA should pay the £80 compensation it previously offered.

### **My final decision**

Royal & Sun Alliance Insurance Limited already made an offer to pay £80 compensation to settle the complaint and I think this offer is fair in all the circumstances. So, my decision is that Royal & Sun Alliance Insurance Limited should pay £80.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 8 May 2024.

Louise O'Sullivan  
**Ombudsman**