

## **The complaint**

Mr and Mrs P has complained about the way Royal & Sun Alliance Insurance Limited (“RSA”) handled a claim they made on their home emergency insurance policy.

Reference to RSA includes its agents and representatives.

## **What happened**

The circumstances of this complaint aren’t in dispute, so I’ll summarise the main points:

- Mr and Mrs P got in touch with RSA to make a claim under their home emergency policy when their boiler stopped working and they were left without heating or hot water. RSA appointed an engineer to handle the claim.
- The engineer found a fault, ordered a replacement part, and fitted it. RSA covered the first £500 of the cost under the policy. Mr and Mrs P said that hadn’t resolved the problem, so another engineer attended and carried out further work.
- When that still didn’t resolve the problem, Mr and Mrs P contacted RSA again. There followed further visits, multiple calls to chase for updates, confusion about whether further work would be carried out and whether Mr and Mrs P were expected to pay for it, before RSA finally said the boiler was beyond economic repair – and a replacement wasn’t covered by the policy.
- Mr and Mrs P complained about the way RSA handled the claim, including the time it took, communication, and the repairs carried out. They also said the engineer damaged the boiler. They had the boiler replaced and asked RSA to pay for it.
- RSA conceded it had handled the claim poorly. It offered a total of £300 compensation, including an amount for estimated additional electricity usage whilst Mr and Mrs P were without heating and hot water from the boiler. But it didn’t agree the engineer had caused and/or that it should pay anything further for the claim.
- Our investigator thought the complaint should be upheld in part and made the following main points:
  - It took RSA’s engineer too long to deal with the claim and that meant Mr and Mrs P were without heating and hot water for 35 days.
  - RSA paid £130 compensation and £170 for electricity usage. The latter shouldn’t be considered compensation, so RSA should pay an additional £170 compensation to reflect the impact of its claim handling.
  - No evidence had been provided to suggest RSA’s engineer had caused damage. And RSA had paid the policy limit of £500 for repairs. So RSA didn’t need to pay anything further toward the boiler.
- RSA agreed with our investigator. Mr and Mrs P didn’t and said RSA’s engineer had damaged the boiler when working on it, so they should pay for its replacement.

- Our investigator wasn't persuaded to change her mind, so the complaint has been passed 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.

- Having done so, I've reached the same outcome as the investigator, for the same reasons. I'll set out the main points to explain why.
- There's no dispute the damage is covered by the policy. And the policy covers up to £500 for repairs – which RSA has paid. There's no cover under the policy for further repairs and/or replacement of the boiler. That means RSA has paid the policy limit and, under the policy, has no obligation to pay anything further for the claim.
- So the only way I'd find that RSA should pay something further is if I was persuaded the evidence showed RSA's actions had avoidably caused the boiler to require replacement, its repairs were poor, and/or it had damaged the boiler. In such a case, I'd usually expect RSA to pay to put things right, outside of the policy cover.
- But I haven't seen any professional opinion to show it's likely that any of these things happened. Whilst Mr and Mrs P have shared a video and comments from a plumber, I don't think it goes far enough to show RSA was at fault. So I'm not persuaded the available evidence shows RSA should pay anything further for the claim.
- RSA has accepted its service was poor because it was responsible for avoidable delays and poor communication. As a result, Mr and Mrs P were without heating and hot water, in winter, for longer than they ought to have been. They also had to make more calls to seek updates than they should have done. So they suffered avoidable distress and inconvenience during the claim. And additional electricity costs to try to keep their home warm for their family.
- As a result, I think it's right RSA should pay compensation. Following our investigator's involvement, RSA has agreed to pay a total of £470 - £300 compensation and £170 for electricity. I'm satisfied that's a fair and reasonable amount in the circumstances. So I won't require RSA to pay more than that.
- If RSA has paid any compensation already, that can be deducted from £470.

### **My final decision**

I uphold this complaint.

I require Royal & Sun Alliance Insurance Limited to pay a total of £470 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 18 July 2024.

James Neville  
**Ombudsman**