

The complaint

Mr K has complained that Royal & Sun Alliance Insurance Limited (RSA) unfairly dealt with a claim under a home emergency policy.

What happened

Mr K's wife contacted RSA to send an engineer to deal with a leak from the mixing unit for the underfloor heating. An engineer visited and isolated and drained the system to stop the leak. He told Mr K's wife to keep a bucket under the valve as it would leak further. The engineer confirmed there was still heating in the property from the radiators and noted that, if the repair was covered, an automatic air valve was needed. He told Mr K's wife to contact RSA to discuss the claim further.

When Mr K's wife spoke to RSA, she was told the part wasn't covered under the policy because the radiators were working. It also suggested she contact her home insurer about any property damage.

Mr K later complained to RSA. He said RSA hadn't fulfilled its obligation under the policy. He'd had to arrange his own engineer to carry out a repair. He wanted the costs he'd paid for the parts and labour to be refunded to him. When RSA replied, it explained what the engineer had done. It said the policy covered a complete failure of the main heating or hot water system. But the engineer had confirmed there was still heating at the property through the radiators. Mr K had also only notified RSA that the isolation had failed two months after the engineer's visit. If the engineer's isolation had failed, it said it would have expected Mr K to call sooner so it could instruct another engineer to isolate the leak. It apologised for any distress and inconvenience caused.

Mr K wasn't satisfied with the response, so complained to this Service. Our Investigator didn't uphold the complaint. He said the policy covered the loss of heating where there was a complete breakdown of the main heating system. However, the main heating system, through the radiators, was still functional. The issue with the underfloor heating wasn't covered by the terms of the policy. He said RSA didn't need to do anything further.

As Mr K didn't agree RSA had fairly applied the policy terms and conditions, 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.

The policy provided a range of cover, including for the heating system. The policy booklet said it covered: *"Loss of heating as a result of complete failure or breakdown of the main heating system of the home"*.

The issue reported to RSA was that there was a leak from part of the underfloor heating system. When an engineer visited, he isolated and drained the system to stop the leak. He was unable to access the policy details, but noted the part needed if the repair was covered. He also noted that heating was provided through radiators in the property, which were working. When Mr K's wife followed up with RSA, she was told the claim wasn't covered. This was because there hadn't been a complete failure of the main heating system. Based on what I've seen, I think RSA acted fairly and in line with the terms and conditions of the policy.

Mr K was also concerned that the isolation later failed. It's my understanding that the engineer had told Mr K's wife to put a bucket by the valve because he said it would leak. When Mr K's wife spoke to RSA following the engineer's visit, she didn't say the isolation had failed. RSA also advised Mr K's wife to contact the home insurer about any damage caused by the leak. It was only a couple of months later that Mr K seemed to raise concerns about the isolation. Based on the policy terms and conditions, I don't think RSA needed to do anything further. It dealt with the immediate issue and Mr K knew the claim wasn't covered. It was then for Mr K to decide what to do about the underfloor heating.

As a result, I don't uphold this complaint or require RSA to do anything further in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 19 September 2024.

Louise O'Sullivan
Ombudsman