

The complaint

Miss A complained that Royal & Sun Alliance Insurance Limited (“RSA”) caused her to incur unnecessary repair costs to her boiler and she thought RSA should’ve condemned her boiler and contributed £500 to a new one. RSA were providing a home emergency policy.

What happened

When Miss A had no hot water she made a claim to RSA under her policy. Miss A said RSA’s engineer said the boiler needed a flush through and the heat exchanger cleaned. Miss A said she was advised to get “a local bloke in” as the engineer said RSA would be too expensive. Miss A said at no point was she informed that only authorised repairs would be paid for.

Miss A appointed her own plumber, but after an hour and having already spent £600 on repairs her plumber said spending anymore would be a waste as the boiler was beyond economic repair.

Miss A said the £600 was only spent on RSA’s advice, so she wants this refunded and as her boiler is beyond economic repair she wants RSA to honour its policy and pay £500 towards her new boiler.

RSA said Miss A’s boiler broke down due to maintenance issues. It declined Miss A’s claim as it said the policy doesn’t cover works where the boiler isn’t regularly maintained and serviced.

Our investigator decided not to uphold the complaint. She didn’t think Miss A had been misled that the private plumber wouldn’t be covered by the policy. She thought there was evidence the boiler hadn’t been properly maintained, so didn’t think the policy covered Miss A for a £500 contribution to her new boiler. Miss A disagreed, so the case has been referred to an ombudsman.

My provisional decision

I made a provisional decision on this on 18 November 2024. I said:

“Miss A’s plumber reported the boiler was beyond economic repair. So, Miss A thinks RSA should honour its policy and contribute £500 towards her new boiler. RSA said it didn’t have evidence to show the boiler couldn’t be repaired. RSA’s engineer thought that cleaning the heat exchanger would remedy the boiler. On the balance of probabilities, I think it likely the boiler would’ve been expensive to repair, possibly uneconomic, as when the plumber started working on the boiler he identified significant further work that was needed to get the boiler working.

I’ve viewed the notes from Miss A’s plumber which are in more detail than RSA’s engineer. After inspection, the plumber reported that the expansion vessel needed replacing, the main heat exchanger, the pressure relief valve and possibly the pump. As several parts weren’t fit for purpose the plumber felt the boiler was uneconomic to repair. The plumber provided a

persuasive commentary to support his findings. This is in far more detail than RSA's engineer which just reported the heat exchanger needed cleaning.

The plumber's report is more comprehensive than that of RSA's engineer. I think if the engineer had carried out a more thorough inspection, I think it likely he would have reached the same conclusion as the plumber. Therefore, I intend to uphold this complaint. I think if the boiler had been deemed uneconomic earlier, Miss A would have avoided paying these costs. Therefore, I intend that RSA reimburse any repair costs Miss A incurred with her plumber (provided these are receipted). I think these costs were unnecessary.

Miss A has demonstrated that she had her boiler serviced annually in April in 2022 and 2023. RSA said there was sludge in Miss A's boiler. However, as a layman this isn't evidence to me that the boiler hasn't been effectively maintained. The service history for Miss A doesn't highlight any maintenance issues, other than to note the "trap and filter" was cleared. I don't think RSA has shown Miss A hasn't maintained her boiler. She's had it serviced annually and when she had an issue she's raised it immediately with RSA. I wouldn't expect Miss A to carry out other maintenance unless she was aware of an issue.

The policy states "the most we'll pay towards the cost of a new boiler is £500". As I don't think RSA has shown the boiler hasn't been properly maintained and serviced, I think RSA should honour its policy as I think it's likely the boiler was beyond economic repair. Therefore, I intend that RSA pay Miss A £500 towards her new boiler (when evidence is provided for a new boiler purchase).

As Miss A has been without this money, I intend to add 8% interest simple per annum (from the date Miss A paid the money until she is reimbursed)".

Responses to my provisional decision

Miss A accepted my provisional decision. RSA didn't respond to my provisional decision.

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.

As neither party provided any new information, I see no reason to change my provisional decision.

My final decision

My final decision is that I uphold this complaint. I require that Royal & Sun Alliance Insurance Limited:

- Reimburse Miss A the receipted costs of her plumber, plus 8% simple interest per annum
- Pay £500 towards a new boiler (on evidence of a receipt), plus 8% simple interest per annum.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 1 January 2025.

Pete Averill
Ombudsman