

The complaint

Ms T's complaint is about a claim made under the home emergency section of her home insurance policy with Royal & Sun Alliance Insurance Limited ("RSA").

What happened

In late January 2024, Ms T contacted RSA as her boiler was not working. RSA sent a contractor out who said it needed a new PCB. However, the contractor also said that the wiring to the boiler was not up to standard and so he needed an electrician to look at it. RSA says that the boiler was on a lighting circuit which they said was not correct. RSA's contractors repaired the boiler and said the wired thermostat and programmer were no longer working, so left Ms T with a wireless controller.

Ms T was very unhappy with the handling of the claim and complained to RSA. She says there were multiple appointments and it took nearly five weeks to repair her boiler, during which time she was without heating and hot water. Ms T says she had to wait in for appointments, which were sometimes wasted, as the engineers did not have the right parts with them, and spent hours on the phone talking to different people to try and get her claim dealt with. Ms T is also unhappy about having to use a remote controller.

Ms T got an independent gas engineer to look at the boiler to assess the problem with the thermostat and programmer but she says he found several issues with the work done by RSA and said the boiler was 'at risk', including that the casing around the PCB was damaged and it was not installed correctly. Ms T wants compensation for the cost of making her boiler safe and for the thermostat and programmer to be reconnected.

RSA said the PCB cannot be installed incorrectly, so asked for further evidence around this. It said the electrics to the boiler were checked and they were wired on the same circuit as her lighting which was not ideal, as with everything turned on it could cause it to trip. RSA says this was done at installation and not carried out by its contractors. It also said the original timer was faulty and so it provided a wireless thermostat and showed Ms T's daughter how to use it. RSA says it alleviated the immediate emergency and so has met its obligations under the policy.

RSA did accept that the claim took longer than it should have done and that there was one missed appointment but says Ms T was away for part of the period the boiler was not working. It apologised for the time taken to complete the repairs and offered £295 compensation and to refund a payment Ms T had made towards the repair of £151.63.

Ms T did not accept this was enough to compensate for the trouble caused to her and so referred the matter to us.

Ms T has also made a number of other points in support of her complaint. I have considered everything she has said and have summarised her main points below:

- The boiler thermostat and programmer have been left unworkable and she finds the remote controller difficult to use. She thinks the contractor blew the electrics and tried

to cover it up.

- RSA's own electrician said there was nothing wrong with the wiring.
- She was mistakenly asked to pay £151.63 when she first made the claim. This had to be refunded to her and is not compensation.
- She went on holiday while the claim was ongoing and asked RSA to contact her daughter during that time, although she was concerned about her daughter having to deal with it. Despite being told to contact her daughter, RSA contacted her while she was away.
- She waited in on nine different days for appointments, on three occasions no one turned up.

One of our Investigators looked into the matter. He did not consider there was enough evidence to say that RSA should carry out any further repairs but recommended the complaint the compensation for the time taken to complete the repairs be increased to £350.

Ms T still does not consider this enough for the way the claim was handled and the length of time she was without heating and hot water and for the work she says she needs done on the boiler. The complaint has therefore been referred to me for consideration.

In the meantime, Ms T has also provided a report from another independent engineer who she says put an 'at risk' safety notice on her boiler to not use it. The engineer also told her the boiler is beyond economic repair. She says both her engineers' reports state that the casing around the PCB is damaged. Ms T says this must have been done by RSA, as no one but RSA has worked on her boiler in over a year and it is the casing around the PCB – which was replaced by RSA - that is damaged.

RSA says if the boiler is beyond economic repair then it will not cover that as the policy has a claim limit of £500 and it did not cause any of the issues raised.

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.

Ms T's claim was made under the home emergency section of her policy. This is intended to provide urgent assistance in the event of various emergency situations, including what happened here – the breakdown of a boiler. However, the cover is not a maintenance or warranty cover. Policies such as this generally provide cover for repairs to be carried out to alleviate the immediate emergency only. Ms T's policy states:

"In the event of a home emergency

- *makes your home unsafe or insecure for you: or*
- *causes damage to your home or its contents: or*
- *results in your home losing its main source of heating, lighting or water (hot or cold).*

We'll pay for:

- *temporary repairs to resolve emergency situations*
- *parts and call-out charges.*

It also says:

“When your cover applies

We’ll pay the cost of temporary repairs and assistance, parts and call-out charges in an emergency situation which occurs during the insurance period.”

So the cover is limited to restoring heating and hot water. The policy also states that it will only pay the cost of repairs up to a maximum of £500 for each claim.

RSA’s contractors diagnosed that a new PCB was required and that there was a problem with the thermostat and programmer. They installed a new PCB and provided Ms T with a wireless programmer and controller. RSA therefore says it fulfilled its obligations under the policy.

Ms T is not only unhappy with the time take to do this (which I’ll address later in this decision) but also says that the wireless device is not suitable for her. She wants the programmer and thermostat reconnected and repaired and she says RSA left her boiler in a dangerous condition.

Ms T has provided reports from two independent engineers that both say that there was evidence of a bodged repair to the pump in the boiler and the PCB housing was damaged.

I have seen an email one engineer sent Ms T dated 28 May 2024, which says the pump has had a bodged repair which puts the boiler “*at risk*” and that RSA replaced a faulty PCB “*then added a wireless room thermostat and ignored the other issues present.*” As I understand it, the engineer did not put an ‘*at risk*’ sticker on the boiler at the time.

The more recent report dated March 2025 says:

“Boiler showing multiple faults linked to electrical components within boiler, signs of either fault on PCB, Low Voltage Harness or Circulator pump. Also found PCB housing damaged and broken. Boiler showing faults of 'Low Mains Voltage' with correct voltage at boiler terminals. 'Low system pressure' with signs of leaking around Pump. Grommet missing within boiler and 'temporary' third party silicone has been used instead of replacement of grommet. Old controls were still attached to system and have not been correctly decommissioned. Due to multiple issues, potential of multiple major components required and the age of the boiler, we would deem the boiler Beyond Economical Repair and recommend a replacement boiler.”

Ms T says the second engineer put an ‘*at risk*’ notice on the boiler and advised her not to use it.

RSA says it did not work on the pump at all, so it is not responsible for how any repair on this was carried out. There is no evidence that RSA worked on the pump, so I am unable to say that its contractors were responsible for any poor repair to this, or any leak from the pump now.

RSA also said the electrics were not suitable for the set-up, as the boiler was on a lighting circuit. Neither of Ms T’s engineers have provided any comments on this although the more recent report says the wired controls have not been decommissioned properly and that there are electrical faults within the boiler.

Ms T says that RSA’s electrician said there was no problem with the electrics but I can see nothing to substantiate that. RSA’s evidence has been consistent that the electrics were

sufficient to run the boiler but the circuit was not suitable to run all the lights and the boiler. I do not consider that saying it was sufficient to run the boiler means there was no issue with the electrics.

In addition, there is no evidence that the controls (thermostat and programmer) were damaged by RSA and so on the evidence available I cannot say that the actions taken by RSA's contractors were incorrect here. The controls were not working and RSA provided a replacement. I appreciate that Ms T has had difficulty using the remote device but given the limitations of the cover as set out above, I am not persuaded that RSA needs to do anything further about this. It repaired her boiler and provided Ms T with the means to operate it, which is in line with the policy provisions.

Regarding the casing of the PCB, the first engineer Ms T appointed said that the PCB and casing were not clipped in properly. He said in his report that he clipped it in, to make it safe, but that it was still not correctly secured. Ms T's second engineer also said the casing around the PCB was damaged.

I have no reason to doubt that this is an issue given the reports provided. However, RSA says that a PCB cannot be installed incorrectly and while I accept there is likely damage to the casing, there is no evidence that RSA caused any such damage. And there is no proof that the boiler is at risk due to anything done by RSA's contractors.

However, even if I am wrong about this and RSA did damage the casing, given the other issues which Ms T's engineer says renders the boiler 'at risk' and beyond economic repair, I do not think there is anything I can reasonably ask RSA to do.

RSA says the repairs carried out in 2024 already exceed the £500 claim limit. Therefore if the boiler required more repairs to the pump and other matters that Ms T says should have been fixed by RSA in 2024, these are beyond the £500 limit on the policy so would not be covered. I do not think this is unreasonable.

Having considered everything carefully, I do not therefore consider that I can require RSA to take any further action or pay for any further work on the boiler. However, if there are new issues that are not related to the 2024 claim, then Ms T can make a new claim for those.

While I consider, for the reasons set out above, that RSA did meet its obligations under the policy, it is also apparent that it did not deal with the claim as quickly as it should have done and that Ms T had to accommodate more appointments than should reasonably have been required, some of which were wasted.

It took almost five weeks to repair the boiler, during extremely cold weather. I think it should likely have taken a few days to repair the boiler and get the heating and hot water working, so it took three to four weeks longer than Ms T was entitled to reasonably expect. This would have been very difficult. I note Ms T was on holiday during this period but she still had the repair hanging over her during this time and had to deal with calls while away.

Having considered everything carefully, I agree with the Investigator that the sum of £350 is appropriate compensation for this and is in line with our awards.

My final decision

I uphold this complaint and require Royal & Sun Alliance Insurance Limited to pay Ms T the sum of £350 compensation for the distress and inconvenience caused by its handling of her claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 7 July 2025.

Harriet McCarthy
Ombudsman