

complaint

Mrs S has complained about the handling of a claim under her home emergency insurance cover with Royal & Sun Alliance Insurance Plc ("RSA").

background

I issued a provisional decision on this matter in September 2018, part of which is copied below:

"Mrs S reported a claim to RSA at around 5am on 2 March 2018, when her boiler stopped working. RSA sent a contractor out at around midnight that night, who said that a new gauge and a new pump were needed.

RSA apparently told Mrs S that it would take around three days to get the parts. A contractor came back out on 6 March 2018 but he thought the reason the boiler wasn't working was actually because there was a leak in some of the pipework under the floor. So a third visit took place the next day. He also thought there was a leak under the floor and told Mrs S that she would need to get the floorboards taken up herself to allow access to the pipework.

Mrs S wasn't happy with this and called her own central heating engineer out on 10 March 2018. He was able to correctly diagnose the problem with the boiler and fix it, without the need to take up the floorboards, for £150. Mrs S says this took him five minutes and it was the pressure relief valve that was faulty. Mrs S complained to RSA about having been without heating or hot water for so long unnecessarily; the inconvenience caused to her by having to take time off work for the wasted appointments with its contractors; and the time taken in having to chase RSA for updates and information.

Mrs S also says that if she had followed RSA's advice, she would have ripped up her floorboards.

RSA agreed to reimburse Mrs S the cost of the repair and offered £100 compensation.

One of our investigators looked into the matter. She didn't think that RSA should pay any more compensation, as she considered it was reasonable having regard to the circumstances.

Mrs S does not accept the investigator's assessment and so the matter has been referred to me.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It is not in dispute that three of RSA's contractors failed to correctly diagnose what was wrong with Mrs S's boiler and carry out the repair. I haven't seen a copy of her contractor's invoice but I have no reason to doubt what she says and RSA has accepted it. It seems therefore – given that Mrs S's own contractor was able to do so in one visit – it was a relatively simple repair and there is therefore no good reason, as far as I can see, that it should not have been fixed by RSA on 2 or possibly 3 March 2018.

As a result of this failing, Mrs S was without heating and hot water for around seven/eight days longer than was necessary, in very cold weather. She had to attend three additional appointments that were unnecessary; and, despite having taken out this policy to avoid having to find her own contractor in such an emergency, she had to do just that. I also have regard for the fact that Mrs S was apparently able to work from home the days of the appointments; was able to use the gym for hot showers, she also had a temporary heater.

Having taken all this into account, I don't consider that £100 is sufficient to recompense Mrs S for the distress and inconvenience this has caused her. I consider that the sum of £250 is more appropriate.

my provisional decision

I intend to uphold this complaint and require Royal & Sun Alliance Insurance Plc to pay Mrs S the sum of £250 compensation for the distress and inconvenience caused to her by the handling of this matter. I understand that RSA has already reimbursed the £150 it cost Mrs S to have the boiler fixed and paid the £100 it offered. If this is the case, it now needs to pay the additional £150 to bring the total compensation paid to Mrs S to £250."

responses to my provisional decision

I invited both parties to respond to my provisional decision with any further information or evidence they want considered.

Mrs S has confirmed she accepts my provisional decision.

RSA has also responded. It does not accept my provisional decision. It says that it only visited Mrs S twice. The repair could not have been done on the first visit as its contractors don't carry spare parts with them. It accepts the repair should have been done on the second visit but wasn't because the contractor misdiagnosed what was wrong. It has a three day service time for parts to be available. Therefore Mrs S was inconvenienced for three days.

my findings

I've considered all the available evidence and arguments again to decide what's fair and reasonable in the circumstances of this complaint.

I have noted RSA's response to my provisional decision. However, I am not persuaded to change my provisional decision. Mrs S's contractor was able to repair the boiler in one visit. It might be RSA's internal service standard that parts will take three days to obtain but that doesn't mean that is a reasonable amount of time, given this seems to have been a straightforward repair and there's no evidence the required part was difficult to source.

In any event, even if I did accept that it was reasonable for RSA to take four days to obtain the required part and return to fix the boiler, it didn't repair the boiler then. Its contractor instead told Mrs S she'd need to take up her floorboards before a repair could be done. Mrs S therefore had to find her own contractor to do the repair. She should not have had to do that. I remain of the opinion that total compensation of £250 is appropriate to reflect the inconvenience this caused, including having to attend further appointments and being without heating and hot water for several more days that should have been necessary.

my final decision

I uphold this complaint and require Royal & Sun Alliance Insurance Plc to pay Mrs S the sum of £250 compensation for the distress and inconvenience caused to her by the handling of this matter. I understand that RSA has already reimbursed the £150 it cost Mrs S to have the boiler fixed and paid the £100 it offered. If this is the case, it now needs to pay the additional £150 to bring the total compensation paid to Mrs S to £250.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 2 December 2018.

Harriet McCarthy
ombudsman