

## **complaint**

Mr H complains that Royal & Sun Alliance Insurance Plc gave him poor service under his home emergency insurance.

## **background**

Mr H called for help with his central heating boiler. RSA was the insurer responsible for dealing with claims. Mr H complained that its engineer caused his boiler to become beyond economic repair (BER). Mr H says he had a new boiler installed at a cost of about £1,900.

Our investigator recommended that the complaint should be upheld in part. He thought that the engineer caused the PCB to break and then failed to install the replacement correctly. This resulted in the fan shorting and the boiler being BER. So – after deduction of the £571.22 costs of call out, parts and labour - the investigator recommended that RSA should pay Mr H:

1. in addition to the £500.00 BER payment already made – a further £824.78;
2. in addition to the £50.00 already paid – a further £100.00.

Mr H agrees with the investigator's opinion.

RSA disagrees. It says, in summary, that there's no evidence that its engineer did anything wrong.

## **my findings**

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

Some home emergency policies provide a money benefit if a boiler is declared BER. But – from the policy document RSA has sent – Mr H's policy didn't include such a benefit.

Where I refer to RSA I include its home assistance company and its engineers, for whose actions I hold RSA responsible.

Mr H asked for help with a leak from his boiler. I accept his statement that – apart from the leak – the boiler was working properly.

RSA sent an engineer. I accept Mr H's complaint that the engineer had used bad language.

He said there was wetness in the printed circuit board (PCB) socket and wires. From the business file, I find that the engineer changed the PCB and wires.

But – after replacing them – the boiler didn't work. The engineer said there was a fault with the fan.

RSA says the cost of the repairs was £571.22 including parts and labour.

It said the boiler was BER.

Mr H has forwarded an email from another plumbing company. It includes the following:

*“one of the multi-wire plugs on the right hand side of the pcb had been installed incorrectly...upside down on the wrong part of the board.  
...the pcb on your boiler is faulty either due to the actions of the previous engineer by putting a plug in the wrong place on the board and/or the fan is also faulty causing the pcb to blow.”*

I accept Mr H's statement that he paid about £1,900 for the supply and installation of a new boiler.

RSA later made a BER payment of £500 to Mr H.

It also paid £50 compensation.

In an email dated 4 October 2016 RSA said the engineer hadn't replaced the PCB. I think that was incorrect information.

In its final response letter, RSA said that it had made a BER payment in line with the policy terms. But in discussion with the investigator, it accepted that there was no such policy term.

Therefore I find RSA's evidence in this case unreliable.

I place more weight on what Mr H's plumbing company said. I find that RSA damaged his boiler and declined to fix it.

I've thought about what's fair to put things right.

Clearly Mr H had a used boiler which was leaking. And RSA spent about £570 trying to put it right. So I don't think it would be fair to order RSA to reimburse Mr H the full cost of the new boiler.

But I think RSA is responsible for damage to Mr H's old boiler. And – from the correspondence – I see that he was without heating and hot water for a few days and he was upset by the actions of the engineer.

Overall I think it's fair and reasonable to order RSA to pay Mr H (in addition to its payments of £500 and £50):

1. £800 plus interest at our usual rate from the date he complained (23 September 2016) and
2. £100 for trouble and upset.

### **my final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order Royal & Sun Alliance Insurance Plc to pay Mr H (in addition to its payments of £500 and £50):

1. £800 plus simple interest at a yearly rate of 8% from 23 September 2016 to the date of payment. If RSA considers that it's required by HM Revenue & Customs to

withhold income tax from that interest, it should tell Mr H how much it's taken off. It should also give Mr H a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

2. £100 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 15 May 2017.

Christopher Gilbert  
**ombudsman**