

## **complaint**

Mr M complains about how Royal & Sun Alliance Insurance Plc (RSA) dealt with his home emergency insurance claim. My references to RSA include its agents.

## **background**

On 28 October 2018 Mr M contacted RSA to claim on his home emergency insurance as his heating and hot water had stopped working.

Mr M's boiler showed an F3 error code, indicating the fault was to do with the fan. RSA's contracted engineer attended the next day. Mr M says the engineer agreed it was probably a fan problem but when the engineer checked the boiler it also showed an F12 error code which indicated the PCB (primary circuit board) was faulty.

RSA's engineer ordered a new circuit board and on 31 October he replaced the part. Mr M said within fifteen minutes of the engineer leaving the heating and hot water stopped working and the boiler showed a F3 error code. He called RSA's engineers who said it would call back but that didn't happen until 4 November. It told Mr M he would have to pay £268.60 for the second repair as the repair cost exceeded the policy limit.

By then Mr M had bought a new boiler. He said he and his wife had been without heating or hot water from 28 October and 'in desperation' he'd decided to replace the boiler. He complained to RSA and asked it to pay for the new boiler, £2,135.

RSA said its engineer had initially taken reasonable steps to repair the boiler. But it accepted it had given Mr M poor service following the second break down and should have offered heaters until a repair could take place. It offered £410 compensation for distress and inconvenience. It wouldn't contribute to the cost of the boiler.

Our investigator thought RSA's offer was fair.

Mr M disagrees and wants an ombudsman's decision. He says £410 isn't enough to compensate for his and his wife's extreme stress and anxiety they suffered during very cold weather particularly given their age. He believes RSA wrongly diagnosed the original fault which led to the second break down and it was 'negligent' in not recognising both the fan and the PCB needed replacing. He also says RSA's contracted engineer had many serious complaints on review websites so RSA should have corrected the contractor's problems.

## **my findings**

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

I don't uphold this complaint. I'll explain why.

The home emergency cover says RSA will pay for 'temporary repairs to resolve emergency situations, parts and call-out charges' up to £500 where Mr M has no heating or hot water due to his boiler break down.

I think it's probable that after RSA's engineer attended the first boiler break down Mr M was always going to have to wait for a new part to be ordered and delivered. I've seen no evidence that RSA unreasonably delayed from 28 to 31 October, when it did the repair.

I've considered whether RSA's engineer should have realised the fan needed repairing at his first visit. RSA said when the engineer attended there were two error codes, F12 and F3. The boiler's manufacturer's technical department advised it was likely to be a PCB fault which wasn't allowing the fan to reach the correct speed. I think RSA's engineer acted reasonably on the technical advice.

When the engineer left Mr M's house the hot water and heating were working so at that point there was nothing to suggest the PCB replacement hadn't fixed the problem. With hindsight it looks as if the boiler had a separate fault with the fan. But on the boiler manufacturer's advice RSA's engineer acted reasonably in not replacing the fan on 31 October.

RSA's service after Mr M called it about the second break down on 31 October was very poor, as it accepts. It should have contacted Mr M sooner than four days later and it should have offered him some heaters. I don't doubt that Mr M and his wife were distressed and very uncomfortable without heating and hot water in cold weather and they would have been anxious not to have heard from RSA about a repair date.

However, I think the £410 compensation RSA offered is a fair amount to acknowledge the unnecessary distress and inconvenience RSA's poor service caused.

There's no basis for me to say RSA must contribute to the cost of the new boiler. I do understand that Mr M didn't want to wait any longer to hear from RSA about the repair. But it was Mr M's choice to buy a replacement boiler. RSA wasn't responsible for him deciding that his only solution to the delay was to buy a new boiler at considerable cost.

Mr M thinks RSA should have taken corrective action with its contracted engineers following poor reviews. I can't tell RSA what action it must take in managing its contractors. RSA's final response letter to Mr M gave some information about the actions it was taking following feedback.

### **my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 June 2019.

Nicola Sisk  
**ombudsman**