

## **complaint**

Mr and Mrs F have claimed on their home insurance with Royal & Sun Alliance Insurance Plc (RSA) for damage caused by a house fire. But they're not happy with the settlement RSA's offered for their boiler.

## **background**

Mr and Mrs F had a house fire in November 2013. They claimed on their home insurance with RSA and were moved into alternative accommodation while the repairs were done.

RSA's loss adjuster told Mr and Mrs F to switch their boiler off and drain the system while the house was empty. And they had this done by a qualified plumber. When they moved back in, the plumber wasn't able to restart the boiler. A gas valve was jammed. The part wasn't available because of the age of the boiler. So Mr and Mrs F paid to replace the boiler and claimed against RSA.

Our adjudicator didn't uphold their complaint. They thought RSA had offered fair and reasonable compensation to Mr and Mrs F. Mr and Mrs F disagree and want full reimbursement.

## **my findings**

Mr and Mrs F also complained about the way in which RSA and its agents dealt with their claim. Those issues have been dealt with under a separate complaint. So I won't be addressing them here.

For this complaint, I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so I've decided not to uphold the complaint. I'll now explain why.

Mr and Mrs F say that the loss adjuster advised them to switch the boiler off while the house was unoccupied. And it was only going to be unoccupied because of the house fire. So if the fire hadn't happened, the boiler wouldn't have been shut down and it would still be working.

I've thought about if the loss adjuster's advice was sound. And I think it was. The house was expected to be empty for 3-6 months over winter. So the loss adjuster was making a sensible recommendation to avoid burst pipes and potentially further damage. It's common for house insurance to require the heating and water system to be drained if a house is to be empty for more than a few weeks. Although I don't know if it was required in Mr and Mrs F's policy, it further shows this to be a sensible precaution.

Mr and Mrs F have shown me engineers' reports that say the valve seized because the boiler was unused for an extended period of time. And I don't doubt this. But I would expect a boiler that was fully serviceable, with plenty of life left in it, to restart after it had been switched off for while. And I think the fact that Mr and Mrs F's boiler didn't suggests it was in a vulnerable condition. It seems likely that, even if the boiler hadn't been switched off, the gas valve or another part that couldn't be replaced would have failed in the reasonably near future. So I think the boiler was probably approaching the end of its serviceable life.

So I don't think RSA's responsible for the boiler having to be replaced. It should have been able to be shut down and later restarted. And I don't think the valve's failure was because of

the fire.

RSA's paid Mr and Mrs M £780.04. That's the cost of the new boiler and half the fitting costs. In total over 60% of the total cost of replacing the boiler. As I've said I don't think RSA's responsible for the boiler's failure. But even if I thought the loss adjuster's advice shortened the life of the boiler, I'd consider RSA's liability to be far below 60%.

So I think RSA has been more than fair in the settlement it's paid Mr and Mrs F for the boiler. And it follows I don't uphold their complaint.

**my final decision**

For these reasons, I don't uphold Mr and Mrs F complaint against Royal & Sun Alliance Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs F to accept or reject my decision before 29 December 2015.

Mike Foster  
**ombudsman**