

complaint

Mr R complains that Royal & Sun Alliance Insurance Plc gave him poor service under a home emergency insurance policy.

background

Mr R was in the process of selling his house when his central heating boiler went wrong. He rang his insurer RSA for help. But he complained that its engineers made several visits without fixing the boiler. Mr R says he paid another company £200 for a power flush and a different company £299 to fix the boiler.

Our investigator recommended that the complaint should be upheld in part. He didn't think that RSA had adequately compensated Mr R for what had happened. The investigator recommended that RSA should increase its offer to £500.

Mr R agrees with the investigator's opinion.

RSA disagrees. It says, in summary, that it has paid enough compensation for the inconvenience Mr R had, bearing in mind the causes of the delay. Part of the delay was while Mr R arranged a power flush and part of the delay was while it obtained spare parts, RSA says.

my findings

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

Mr R hasn't said when he exchanged contracts for the sale of his house or what he agreed with the purchaser about the central heating boiler.

Mr R rang for help on a Saturday in early May.

RSA was the insurer responsible for dealing with his claim. So where I refer to RSA I include its assistance company and its engineers, for whose actions I hold RSA responsible.

There was an initial visit on the day Mr R called for help.

On the next Tuesday, an RSA engineer visited. RSA says he replaced the flow and return pipe and water pressure sensor and left the boiler working. But RSA also says the hot water was intermittent due to sludge in the heat exchanger.

Like most similar policies, Mr R's didn't cover the cost of a power flush to clear the sludge. He paid another company £200 to do it on the Friday.

RSA had arranged for an engineer to attend that day to replace the heat exchanger. But he didn't go and replace it until after another weekend.

RSA says the engineer wasn't happy with the clearance of sludge. And he wasn't happy with the pump.

On the next Thursday, RSA's engineer replaced the pump.

RSA has told us that – on each of its engineers' visits – it left the boiler working.

But it has also told us that it tried to contact Mr R after the last visit.

And Mr R took the trouble to arrange and pay for a visit from the boiler manufacturer on the Saturday.

So I accept that he still had a problem until the manufacturer resolved it. I can understand that this left Mr R believing that – on one of its previous visits - RSA should've been able to fix the boiler.

And Mr R got a letter from the manufacturer. It included the following:

"...21st May 2016...our engineer found that the flow and return thermistors were not connected to the pipes correctly causing incorrect temperature reading. The flow pipe was also not fitted into the heat exchanger"

I accept what the manufacturer says. And RSA says its engineer had replaced pipes on the second visit and the heat exchanger on the third visit. So I find that RSA's engineers didn't connect the flow pipe into the heat exchanger. I don't accept that RSA's engineers had left the boiler working properly after any of their visits.

In its final response letter, RSA said that – in addition to payments by its assistance company reimbursing Mr R £299 and paying him £50 – it had paid him an additional £150.

Mr R sent us that final response letter. He didn't say he hadn't received payment. So I think he had.

I think it's only fair that RSA's assistance company reimbursed Mr R the £299 he'd paid to the boiler manufacturer.

RSA didn't have to pay Mr R anything for the power flush.

But its assistance company paid him £50 and RSA paid him £150 – a total of £200. So that goes some way to compensating Mr R for the trouble and upset it caused.

I find that RSA is responsible for failing for about eleven days to fix a problem which the manufacturer was able to fix in one visit.

I don't think Mr R has provided enough detail to show a loss of earnings. But I accept that RSA wasted his time. And this was when he was busy dealing with the sale of his house.

I accept that – as a result of shortcomings in RSA's service - Mr R had about eleven days longer than necessary using other people's washing facilities.

I've taken into account the payments Mr R has received. Overall I find it fair and reasonable to order RSA to pay Mr R a further £300 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 R – in addition to what it has already paid him - a further £300 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 16 January 2017.

Christopher Gilbert
ombudsman