

## **complaint**

Mr S complains that Royal & Sun Alliance Insurance Plc (RSA) wrongly condemned his boiler and that he incurred costs and a claim record as a result. He believes this led to an increase in his premium at renewal.

## **background**

Mr S had a home insurance policy with RSA which provided with him with "Home Assistance" cover. This provided a limited level of cover for certain specified household situations. The maximum amount payable under this cover was £200. RSA offers optional additional cover that extends the range of household situations but Mr S hadn't opted for this additional cover.

Mr S called RSA in January 2017 when he noticed a leak from his boiler. RSA sent an engineer to inspect his boiler. He recorded in his notes:

*"Leaking boiler severe and extensive corrosion inside combustion chamber from leaking defective flue must have been leaking since first day boiler fitted unrepairable and beyond economic repair boiler never serviced since installed 25-2-10".*

The engineer didn't attempt any repair and condemned the boiler. The call out charge was £189, and RSA paid this.

Mr S continued to use an immersion heater and gas heaters until March 2017 when he called in two other engineers to give their opinion as to the condition of his boiler. Both these engineers said that his boiler was safe to use and that it shouldn't have been condemned. One of these engineers repaired and serviced the boiler and issued a gas safe certificate.

In December 2017 Mr S's policy fell due for renewal and he was quoted a higher premium. When he phoned RSA to query this, he was told that it had had to pay £189 to deal with his claim in January. Mr S didn't remember that he'd made a claim in January. It was then that Mr S complained about what RSA's engineer had done in January.

Mr S's complaint is that RSA's engineer condemned his boiler when other engineers subsequently said it was serviceable, repaired it and issued a gas safe certificate. He says the engineer's action left his family without a boiler for 2-3 months, that they had to use an immersion heater and gas fires which were more costly to run, and this resulted in his premium being increased and having a claims record.

Mr S maintains that RSA's engineer mis-diagnosed the problem with his boiler and simply condemned it because it hadn't been serviced. He wants RSA to reimburse him for the additional costs he incurred in running an immersion heater and gas heaters until he got second and third opinions that his boiler wasn't beyond repair and indeed was repaired and fully certified. He also wants RSA to remove the fact that he made a claim from his records as he believes that this was the cause of his premium being increased at the annual renewal of his policy. He was also concerned he'd have to declare a claims history to any new insurer.

RSA has said Mr S's policy isn't a maintenance policy and that it's a condition of the cover that the policy provides that his boiler was regularly serviced. The charge it paid to its engineers is a standard call out charge. It says that it can't remove the claim from his

records as a claim was made and it incurred a cost on this claim. It's explained that the increase in Mr S's premium wasn't due to his claim history, but was due to the fact that he was no longer entitled to an introductory discount which he'd received for buying his policy through a price comparison website. It told Mr S that if he could provide evidence of the costs he incurred in having his boiler repaired (as opposed to serviced) by his third party engineer, it could consider compensation for misdiagnosis, but Mr S hasn't been able to provide this information.

Mr S complained to this service about the misdiagnosis he believes RSA's engineer made and RSA's failure to address the matter of the additional costs he says he had to meet as a consequence. Our adjudicator didn't think that RSA had done anything wrong and didn't think it was appropriate to require it to remove his claim from its records. Mr S isn't happy with the adjudicator's assessment so the matter's been passed to me for a final decision.

### **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'm not going to uphold Mr S's complaint and I'll explain why not.

Mr S's concerns arose when his policy came up for renewal in December 2017 and his premium had increased. When he contacted RSA to query this, he couldn't remember that he'd contacted them in January about his boiler problem. So it was only in December that he asked to be compensated for the additional costs he says he incurred because he didn't have hot water and heating after RSA's engineer condemned his boiler in January.

RSA's records of its engineer's visit refer to some significant defects. Mr S said in his telephone call to RSA in December 2017 that the engineer was present only for 10 minutes. But RSA's records show that the engineer arrived at 18.04 and left at 18.56. In later correspondence Mr S says that he was present with the engineer for 30 minutes and didn't see him stripping down the boiler to inspect the combustion chamber. So I'm not persuaded that the engineer's visit was a brief as Mr S has repeatedly said it was. I think it would've been possible in just under an hour to identify whether or not the boiler was safe. His view was that it wasn't, so he condemned it. I'm satisfied that RSA's engineer came to this conclusion after an inspection lasting nearly an hour and that it was reasonable for RSA to have paid £189 for this.

There was clearly a difference of opinion between RSA's engineer and Mr S's engineers as to the safety of Mr S's boiler but I don't think this is relevant. Mr S wants to be compensated for the additional costs he says he incurred between January and March in having to use an immersion heater and gas fires because his boiler had been condemned. He hasn't provided any evidence of what this additional cost was, for example by reference to utility bills for this period compared to utility bills for another period. And I don't think he's provided a satisfactory explanation as to why it took him until March to have other engineers come to provide second and third opinions and to repair his boiler if it was considered to be repairable. So I don't think Mr S did all he might have done to reduce the additional costs of running an immersion heater and gas fires instead of a boiler.

My conclusion is that I think that RSA acted reasonably in paying its engineer £189 to respond to Mr S's claim, and that this payment would've been required whether its engineer had repaired or condemned the boiler. So I don't think it's appropriate for me to require this claim to be removed from Mr S's record. I'm also satisfied by RSA's explanation as to why

Mr S's premium increased. He says in his telephone call to RSA in December that it had gone up "by a bit". But RSA has explained to him that this was because he was no longer entitled to an introductory discount for buying his policy through a price comparison website, and not because he'd made a claim.

Even if there was no need for RSA's engineer to have condemned Mr S's boiler, there was no further obligation on RSA to do anything as Mr S had reached the limit of what his policy covered him for. He'd also not adhered to a condition of his policy that his boiler be regularly serviced. After that point, it was up to Mr S to make his own arrangements to have his boiler fixed, and the fact that he took 2-3 months to do so isn't RSA's fault. It therefore wouldn't be reasonable for me to ask it to compensate Mr S for the increased costs he says he incurred over this period.

### **my final decision**

For the reasons I've given above, I'm not going to uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 24 August 2018.

Nigel Bremner  
**ombudsman**