

complaint

Mrs K complains that Royal & Sun Alliance Insurance plc is responsible for poor service under her home emergency insurance policy.

background

The Financial Ombudsman Service deals with consumer complaints about regulated activities and ancillary activities carried on by insurers and other regulated financial firms.

Mrs K had a policy branded with the name of an insurance intermediary. RSA was the insurer responsible for dealing with claims. Where I refer to RSA I include the intermediary, its engineers and others for whose actions I hold RSA responsible.

The policy covered Mrs K's central heating boiler for repairs. The policy schedule said that she had paid £60.00 for an annual service not covered by insurance. But I don't think Mrs K had any choice to pay for the insurance without the annual service. So I think the service was a regulated activity or ancillary to a regulated activity.

Mrs K had a baby who suffers from asthma. Mrs K complained that the day after a visit from RSA, her boiler broke down. And RSA left her and her baby with no central heating or hot water for six days.

In its final response letter, RSA offered Mrs K £60.00.

Our investigator recommended that the complaint should be upheld. He thought that RSA could've fully repaired the boiler during the call out scheduled on 23 April 2018. The boiler wasn't fixed as soon as it should've been, leading to frustration, upset and the heating issues. He recommended that RSA should offer – in addition to its original offer of £60.00 – a further £200.00, a total of £260.00.

Mrs K agreed with the investigator's opinion.

RSA disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint. It says, in summary, that further faults showed up after the repair on 20 April.

my findings

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

From RSA's records, I find that an engineer visited on 27 March 2018 to do an annual service. And Mrs K called for help on 16 April 2018. I think an engineer visited on 17 April and found a problem with the expansion vessel.

An engineer visited on 20 April. He pressurised the expansion vessel. I find it likely that he left the boiler working.

But I think it stopped working the next day Saturday 21 April. That must've been frustrating. But I don't think that it's evidence that RSA was responsible for poor service on 20 April. Mrs K hasn't provided enough technical evidence to persuade me that RSA caused the breakdown on 21 April.

When an engineer visited on Monday 23 April he said the boiler needed a new printed circuit board (PCB). In any event, RSA decided it was time to involve the boiler manufacturer.

The boiler manufacturer's engineer visited on Wednesday 25th April. He diagnosed problems with the casing seal, pump and AAV (which I think means automatic air vent).

RSA supplied two heaters. But I don't doubt that Mrs K was suffering inconvenience and that she was worried about the health of her baby.

I think it was Thursday 26 April by the time the manufacturer's engineer fixed the boiler. I accept that this involved attending to the casing seal, pump and AAV. But the records don't show a replacement of the PCB.

So I find that RSA should've done more on and after 21 April to fix Mrs K's boiler as soon as possible and in the meantime to communicate better with her and to mitigate her inconvenience and distress.

In the circumstances – and particularly as she was concerned for her baby – I find it fair and reasonable to direct RSA to pay Mrs K £260.00 for distress and inconvenience.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I direct Royal & Sun Alliance Insurance plc to pay Mrs K (insofar as it hasn't already paid her) £260.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 18 April 2019.

Christopher Gilbert
ombudsman