

complaint

Mr and Mrs S complain that Royal & Sun Alliance Insurance plc is responsible for poor service in connection with a home emergency insurance policy.

background

Mr and Mrs S had a home emergency policy branded with the name of a bank. RSA was the insurer responsible for dealing with claims. Where I refer to the insurer or RSA I include engineers and others for whose actions I hold RSA responsible.

On 1 February Mr S called the insurer for help because the central heating boiler was making an unusual noise. The insurer sent an engineer who said the boiler was providing heat and hot water.

On 4 February RSA made a note that Mr and Mrs S said they had appointed their own engineer (the second engineer) who had quoted around £400.00 for repairs. RSA sent a third engineer. He said the gas valve was "*letting by*" and the boiler was dangerous.

Mr and Mrs S complained that RSA's first engineer had left their family's safety at risk.

In its final response letter, RSA said its first engineer couldn't be held accountable for the alleged failure to identify a leak. It said there was no evidence that the second engineer had noticed a leak. RSA declined to send Mr S copies of reports and e-mails from its engineers. But it later sent such documents to our investigator.

Our investigator recommended that the complaint should be upheld. He thought it more likely than not that the faults had been present during the first engineer's visit and he overlooked them. If he had identified the faults, it would have saved Mr and Mrs S the need to arrange a visit from their own engineer. That second visit and the third visit caused them trouble. And Mr and Mrs S were upset on finding out that their boiler may have been at risk after the first engineer's visit. The investigator recommended that RSA should:

1. pay £150.00 compensation; and
2. if Mr and Mrs S had to pay for the inspection by the second engineer and they can produce an invoice to show that, then RSA should also refund that amount.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr and Mrs S and to RSA on 11 July 2019. I summarise my findings:

There was no evidence that the second engineer had identified a leak or other safety issue. So I found that Mr and Mrs S had fallen short of showing that – on 1 February – there was an obvious safety issue with the boiler that a reasonably careful engineer would've noticed and reported.

Subject to any further information from Mr and Mrs S or from RSA, my provisional decision was that I wasn't minded to uphold this complaint. I didn't intend to direct Royal & Sun Alliance Insurance plc to do anything further in response to this complaint.

RSA agrees with the provisional decision.

Mr S disagrees with the provisional decision. He says, in summary, that:

- He had kids at home and they were very scared by the noise from the boiler.
- The first engineer said there was nothing wrong with the boiler.
- Mr and Mrs S started using the boiler again. After a few minutes it started to make a banging noise. When the noise went out of control they called the insurer again.
- The insurer sent its second engineer. He said that there was gas leak and it would be very dangerous to use the boiler. He shut everything off.
- The first engineer was very careless.
- Mr S has his whole family living with and he could have lost everything if he'd carried on using the boiler.
- He had to call a private engineer. He said it was very dangerous to use the boiler.
- So Mr S had to change his boiler straight away.
- The insurer should take the responsibility and compensate Mr S for the first engineer's dangerous report to carry on using the boiler.

my findings

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

The policy contained the following definition of an emergency:

"A sudden or unforeseen event at your home which, if not dealt with within 48 hours of discovery will:

- *Make the home unsafe or insecure for you and your family; or*
- *Cause damage to the home or its contents; or*
- *Result in the home losing its main source of heating, lighting or water."*

The policy provided help in the event of certain types of emergency including the following:

"loss of heating and/or hot water following a failure or breakdown of the main heating system."

There was a limit of £1,000.00 per emergency. Following a claim for breakdown of the heating system, the policy provided for a payment of £500.00 if the boiler was beyond economic repair.

Mr S reported a noise from the boiler. But I don't think there had been a breakdown of the main heating system or a loss of heating or hot water. So I don't think RSA had to send an engineer.

But RSA did send the first engineer. And it later quoted that first engineer's company as having reported the following:

"...when they attended the customer only complained of noises. They ran the system up and carried out all checks and they did not find any issues at that time with the boiler, certainly not the 'explosive or pre-ignition' problem that later developed..."

Mr and Mrs S believe that the first engineer didn't do enough checks and so missed a serious problem. But - keeping in mind the policy terms - I don't think RSA became responsible for detailed checking of the condition and operation of the boiler.

I think Mr and Mrs S bear the burden of showing that there was an obvious safety issue with the boiler that a reasonably careful engineer would've noticed and reported. One way in which Mr and Mrs S might've been able to show that would've been by a report from the second engineer whom they engaged a few days later.

But – for whatever reason – there is nothing at all in writing from that engineer. There isn't even an invoice – otherwise Mr and Mrs S would've produced it for reimbursement in line with the investigator's recommendation.

Mr and Mrs S said the second engineer quoted £400.00 for repairs. So he must've looked at the boiler and had some particular components of it in mind. I think that – compared to the first (emergency) engineer - the second engineer owed a greater duty to check the condition and operation of the boiler.

My understanding is that if the second engineer had thought the boiler was dangerous that he would've been obliged under gas safety regulations to issue a notice that it was "at risk" or "immediately dangerous". There's no evidence that he issued any such notice.

Mr S contacted RSA again following the second engineer's visit. Mr S didn't mention any safety issue.

RSA sent the third engineer (its second engineer). It later quoted that engineer's company as having reported the following:

*"On our visit (only time we have attended here) we found the following-
boiler makes a loud explosion upon fire up, gas valve tested and found to be letting
by into combustion chamber, combustion door doesn't seal either, this was deemed
as ID with a warning notice applied and issued to the customer. This visit was on the
04/02/19.*

*I am not sure what the original fault/breakdown was when you sent another
company, but yes, by carrying out some basic checks/tests they could have found
the same as we did...*

*Its really hard to comment on how this was left by the other company, or more
importantly what they find on the day of their visit.*

*But yes, on our visit, we certainly found the gas valve to be letting by into the
combustion chamber."*

My understanding is that a valve "letting by" means that it is leaking when it should be sealed shut. And a gas valve letting by into the combustion chamber sounds to me like it would create a risk of explosion. The combustion door not sealing properly sounds to me like it would let air or gas in or let exhaust gases out.

My understanding of the abbreviation "ID" is that it means "Immediately Dangerous".

So I think the third engineer's report shows that – on 4 February – Mr and Mrs S's boiler was making a loud explosion when first ignited, it was leaking and it was dangerous.

I don't doubt that Mr and Mrs S were troubled by the thought of what might've happened.

But there's no evidence that the second engineer had identified a leak or other safety issue. So I find that Mr and Mrs S have fallen short of showing that – on 1 February - there was an obvious safety issue with the boiler that a reasonably careful engineer would've noticed and reported.

Therefore I don't find that the first engineer did anything wrong. And – unlike the investigator – I don't find it fair and reasonable to direct RSA to pay compensation to Mr and Mrs S or to do anything further in response to their complaint.

Mr and Mrs S replaced the boiler and RSA paid them £500.00 towards the replacement. I'm satisfied that was in line with the policy terms.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Royal & Sun Alliance Insurance plc to do anything further in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 23 August 2019.

Christopher Gilbert
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