

## **complaint**

Ms H complains that Royal & Sun Alliance Insurance plc is responsible for poor service under the home emergency section of her home insurance policy.

## **background**

Ms H had a policy branded with the name of a retailer. RSA was the insurer responsible for dealing with claims. Where I refer to RSA or the insurer, I include claims-handlers, engineers and others for whose actions I hold RSA responsible.

Ms H called the insurer for help when her central heating boiler wasn't working properly. She complained that the insurer left her boiler in a worse state. And she ended up paying for a new one.

In a final response letter dated 25 October 2017, RSA offered Ms H £475.00. The letter said she had six months to bring her complaint to us, which she did on 14 April 2018.

Our investigator didn't recommend that the complaint should be upheld. He thought that the compensation RSA had given Ms H was reasonable for the inconvenience and troubles faced.

Ms H disagreed with the investigator's opinion. She asked for an ombudsman to review the complaint. She says, in summary, that RSA's engineer left her boiler in a dangerous state.

## **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've seen email evidence that another company serviced Ms H's boiler in September 2016 and found it to be safe.

From the renewal letter I see that the policy ran from 22 September 2016 and expired on 21 September 2017.

The policy covered repairs in the event of loss of heating or hot water. But it didn't cover boilers over 15 years old or boilers that - in the insurer's opinion - were beyond economic repair (BER).

Some policies provide for the insurer to make a payment (typically £250.00) if a boiler is BER and less than 7 years old. But Ms H's policy didn't provide for any such BER payment.

Separately, the policy excluded any system, equipment or facility having reached the end of its expected working life.

From what she has said, Ms H's boiler was nearly 15 years old. That clearly affected its life expectancy and its value.

Ms H already had a problem when she contacted her insurer. That's why she contacted the insurer on 15 September 2017.

On 17 September the engineer didn't keep an appointment for before 1:00 pm. And – although the engineer offered – Ms H wasn't available that afternoon. So another appointment was made for 20 September.

On that occasion the engineer didn't keep an appointment for before 2:00 pm. He arrived as Ms H was getting ready to go out leaving her adult son at home. The engineer left while she was in the shower.

The insurer offered another appointment for 23 September but that wasn't convenient.

On 25 September the engineer didn't keep an appointment for before 12:00 noon.

On 27 September an engineer attended but Ms H didn't have confidence in him. And she says he dropped the cover and panel from the boiler. He disconnected the boiler leaving her worse off, with no hot water. Of course Ms H was disappointed and concerned about that.

From what Ms H has said – and from an inspection report in October 2017 – I think the engineer had left the boiler electrics live when he shouldn't have done so. I don't condone that. And I accept that Ms H was distressed when she found out and thought of what might've happened.

On 28 September the insurer said it wouldn't repair the boiler. It estimated the cost of repairs at about £640.00. It decided the boiler was BER. And – keeping in mind its age - I can't say that the insurer's decision was unfair or unreasonable.

Ms H says the engineer had damaged her boiler on the last visit. If I thought he had negligently caused such damage and made the boiler BER, then I would find it fair to order RSA to pay some compensation – not the whole cost of the new boiler.

But Ms H hasn't provided enough detail to persuade me that the engineer's work was negligent (in other words, lacked reasonable care) and so caused damage. Further, Ms H hasn't shown that such damage made the boiler BER when it would otherwise have been economically repairable.

So I don't find that RSA caused Ms H the cost of the new boiler or any other financial loss.

I don't underestimate the inconvenience and distress Ms H has suffered. But I have to consider how much of that was caused by shortcomings that I've identified in the way RSA responded – failing to keep appointments and failing to leave the electrics safe.

In assessing that, we don't apply figures to deter or punish such shortcomings.

If it hadn't made an offer and payment, I would've ordered RSA to pay Ms H £250.00 for such distress and inconvenience.

RSA has already paid Ms H £475.00. Therefore I don't find it fair and reasonable to order RSA to pay Ms H any more money – or to do anything further in response to this complaint.

**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 Ms H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 4 April 2019.

Christopher Gilbert  
**ombudsman**