

complaint

Mrs M complains that Royal & Sun Alliance Insurance Plc (RSA) wouldn't send an engineer to repair her boiler when it broke down.

background

Mrs M has a home insurance policy provided by RSA which includes optional cover for home emergencies.

On 30 November 2018 Mrs M's boiler broke down leaving her and her family, which included a very young child, with no heating or hot water. She contacted RSA on 3 December to get it fixed.

Mrs M's husband (Mr S) spoke to RSA's claims handlers. He was asked how old the boiler was and he said it was "probably 20 years old" as their house had been built in 1999 and they had lived in it for 14 years. He was told that the policy excluded the repair of boilers that were more than 15 years old. Mrs M had to call in another plumber, who fitted a new boiler at a cost of £1,680. Mrs M wants RSA to reimburse her for this.

Mrs M has said that they had been "opted in" to home emergency cover by RSA and only had a two page document explaining it.

According to RSA, Mrs M took out her home insurance policy online. As part of that process, various options for additional cover were offered, such as Legal Expenses cover, Pedal Cycle cover, Student Cover and Home Emergency cover. Mrs M's policy schedule shows that she paid an additional premium to include home emergency cover. Information about what that covered was available online.

Mrs M and Mr S believe that RSA has acted unreasonably in not agreeing to repair their boiler and not agreeing to pay for the cost of replacing it. Mr S argues that he isn't an expert on boilers and couldn't say how old the boiler actually was, and RSA wouldn't send someone to assess this without charging for doing so.

Unhappy with RSA's response to their complaint, Mrs M, as the policyholder, brought it to this service.

Our investigator didn't consider that RSA had done anything wrong. She did recommend that if Mrs M had evidence that the boiler was in fact only 7 years old, as Mrs M's husband had later told her, then if Mrs M could provide some confirmation of this from a contractor or plumber, she could provide this to RSA. Mrs M hadn't provided any such confirmation.

Mrs M isn't satisfied with our investigator's view of her complaint, and has asked that it be considered by an ombudsman. It's therefore been passed to me to make 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 Mrs M's complaint and I'll explain why.

I've looked at the terms of Mrs M's policy. The following terms are included:

“We will pay the cost of the repair, parts and call-out charges for:

2. Loss of heating as a result of complete failure or breakdown of the primary heating system of the home.

What is not covered:

Boilers over 15 years old.”

I think it's clear that the age of Mrs M's boiler is significant - the policy doesn't cover the repair of a boiler which is over 15 years old. I've listened to the telephone calls that Mrs M and her husband made to RSA's claims agents. Mrs M's husband initially told RSA that the boiler was "probably 20 years old". He said their home had been built in 1999 and they had lived there for 14 years. So Mrs M would've moved there when the houses, and the boiler, were about 5 years old. In the absence of any evidence to the contrary, I think that it's more likely than not that Mrs M's boiler was the original boiler, and that Mrs M's husband's first statement as to its age was likely to be the correct one. I haven't been provided with any evidence to the contrary.

So I'm satisfied that Mrs M's boiler was over 15 years old and therefore not covered by her policy.

Mrs M is upset that RSA wouldn't repair her boiler, particularly as she had a very young child in the house, and was concerned about his health when there was no heating and hot water. Whilst I understand that concern, and appreciate that this was a worrying time for the family, I have to be fair and reasonable towards both parties in my assessment of this complaint and consider whether RSA did anything wrong. I don't consider that it did.

RSA offered to help by sending an engineer, although this would have to be paid for by Mrs M in the circumstances of the boiler not being covered, but I don't think it acted unreasonably in treating their boiler as excluded from cover because of its age.

The policy terms were quite clear, and I'm satisfied that they were available to Mrs M both at the point of online purchase, and after purchase. Mr S, in his second telephone call to RSA, refers to having only two pages relating to his home insurance cover. Having seen a copy of "*Your Home Insurance Policy Wording- Plus Cover*", the cover for home emergency insurance is contained on only two pages – pages 20 and 21. I've also seen a policy renewal document which confirms that Mrs M took out this policy, including home emergency cover, in 2014 (or earlier). I therefore think Mrs M should've been aware of, or at least had access to, what her policy did and didn't cover. If she'd considered that home emergency cover wasn't useful because of the age of her boiler, she needn't have taken it out as it was optional. But the option does provide cover for a number of other emergency situations within the home and might still have provided valuable benefits to Mrs M.

So I'm also satisfied that Mrs M and Mr S had policy documentation available to them, as they'd had the policy for a number of years.

I don't consider that RSA acted unfairly or unreasonably in declining Mrs M's claim on the ground that the policy expressly excludes cover for boilers over 15 years old. The fact that Mrs M was concerned for the health of her young child is understandable, but I don't consider that it's a reason why RSA should provide cover when the policy expressly

excludes it. It did offer to help by sending an engineer, although Mrs M would have had to pay for this, but Mr S said he could arrange that himself.

my final decision

For the reasons I've given above, I'm not upholding Mrs M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 17 April 2020.

Nigel Bremner
ombudsman