

complaint

Miss D complains about Royal & Sun Alliance Insurance Plc's (RSA) handling of her claim for a broken boiler made under the home emergency section of her home choice insurance policy.

To make things simpler, I'll refer to RSA's agents as RSA.

background

Miss D's property had no hot water so she contacted RSA and it sent one of its engineers to investigate the problem. The engineer looked at Miss D's boiler and said he needed to order some parts in order to complete a repair. So he couldn't fix the issue straight away. Unfortunately Miss D's heating stopped working at that point as well. Miss D was unhappy with how long things were taking so RSA let her know she could get someone else out to look at the boiler and it would cover the cost.

An engineer from a different business, which I'll call E, came and looked at Miss D's boiler. But it couldn't quote for repair because it said one of the parts required to fix the boiler was obsolete, and it couldn't get this from its suppliers. RSA then sent out another engineer that was able to provide a quote for repair because they were able to source this part. But the total cost for repair was over £1,000 so RSA deemed the boiler beyond economic repair. To settle the claim, it paid Miss D £500 towards the cost of a new boiler. It said this was in line with the terms and conditions of the policy.

Miss D was unhappy with RSA's offer. She said the boiler was only seven years old and in average condition before RSA's engineer saw it. She said RSA's engineer broke a part of the boiler off in his hand when inspecting it and didn't carry out a proper repair. So, she feels that the boiler has had to be replaced because of poor work carried out by RSA. She wants RSA to cover the whole cost of the replacement boiler. Miss D is also unhappy with the way RSA handled the claim. RSA didn't agree so Miss D brought the complaint to our service.

Our investigator looked into the complaint and didn't uphold it. She said there was insufficient evidence to prove RSA's engineer damaged the boiler. She said RSA's offer to pay £500 towards the cost of a new boiler was fair and in line with the policy. She also said RSA had tried to get things resolved within a reasonable amount of time.

The investigator did acknowledge Miss D was sent a letter in error, and that RSA referred to her boiler as being around 10 years old instead of 7, which is what Miss D says it is. But she didn't think these mistakes had impacted the claim overall, or caused any significant inconvenience, so she didn't recommend RSA take any action.

Miss D wasn't happy with our investigator's assessment, so the complaint has 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.

The home emergency section of Miss D's policy says RSA would pay up to £500 if her boiler was beyond economical repair. RSA has done this, so it's done what it's required to do under the policy. What I need to decide is whether it's more likely than not that RSA's engineer damaged the boiler beyond economical repair, and whether RSA needs to pay any more to Miss D to go towards the cost of her new boiler. I'm also considering how RSA handled things overall.

the damage to the boiler

Miss D's boiler wasn't working properly when she first contacted RSA. So I know there was a problem with it. I also know that the boiler had previous repairs on it. Miss D said there was a problem with the fan nearly a year before the most recent repair, and a problem with the switch a few months before. But the boiler was working for some time before the most recent problem. So, like Miss D has pointed out, it seems that the boiler was in average condition prior to the recent engineer visits. But, given the boiler's age, it's also not unusual that further parts needed replacing or repairing. And it's possible that this meant the boiler was beyond being economically repaired.

So, I've needed to look at the available evidence, to establish whether the boiler was beyond economical repair because of any faults with it. Or, because the contractor RSA appointed damaged it.

Miss D has said RSA's contractor broke off a piece of the boiler, and this has caused the need to replace it. We've been in contact with the different businesses that have seen the boiler to try and establish the cause of the damage. Based on what I've seen there isn't any firm evidence to show RSA caused the problem by its actions. The engineers that Miss D asked to attend the property said there was no way they could tell what caused the damage to the boiler. And the engineers that RSA sent haven't been able to find any problems with the way the engineer conducted his work on the boiler.

I don't underestimate Miss D's strength of feeling about the matter. But, given the above, I don't think there is sufficient evidence to show that it was the actions of RSA's engineer that meant the boiler was damaged to the extent that it was beyond economical repair. So it follows that I don't find RSA needs to pay any more towards the cost of Miss D's new boiler. It's done what it's required to do under the policy and so it doesn't need to do anything else.

the way RSA dealt with things

Miss D is unhappy with how RSA dealt with things and it wasn't always clear who to contact when making the claim.

There are different businesses involved when a customer has to make a claim so it's not always obvious who to contact. And having the boiler broken must have been a stressful time, which was made worse because RSA's engineer couldn't fix it straight away. But taking everything into account, I don't find RSA caused unnecessary delays or obstructions. The engineers didn't have all the parts to fix the boiler so they had to re-attend. When RSA was unable to send its engineers to Miss D straight away it offered to let her find her own engineers to inspect the boiler. I think this was a reasonable option for it to give. So I don't think RSA acted unfairly here. Like our investigator has pointed out, Miss D was sent a letter in error saying her complaint was resolved. I can see why this would be confusing. But she was in contact with RSA at the same time about getting the complaint resolved, so I don't think the letter has caused any significant detriment to Miss D and I'm not going to ask RSA to do anything because of it.

So taking everything into account, whilst I know it'll disappoint Miss D, I don't think RSA needs to take any further action.

my final decision

For the reasons given, my final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 24 May 2018.

Simon Wingfield
ombudsman