

## **complaint**

Mrs B believes that Royal & Sun Alliance Insurance Plc's ("RSA") engineer caused damage to her boiler while dealing with a claim under her home emergency insurance policy.

## **background**

Mrs B had problems with her boiler from June to November, which required a number of attendances from RSA's engineers. Eventually, she decided to have the boiler replaced and she thinks that RSA should contribute towards the costs.

The problems began in June 2013, when Mrs B contacted RSA as she was not getting any hot water. RSA attended and diagnosed that a timer was required and she would have to pay for the part (£60.53). A week later RSA's engineer fitted the timer and Mrs B was able to get hot water again. However, three days later she called again as she was not getting hot water.

RSA attended and said that other parts were now needed and Mrs B would have to pay just over £300 towards those. This is because her policy would only cover repairs up to £300 and the total repair cost was estimated to be £657.72; it agreed to waive £50.

Mrs B was not happy with this and arranged for her own quote for the repairs. There was some correspondence between Mrs B and RSA over the next few weeks. In late July 2013 it offered to reimburse the timer costs to Mrs B and said it would wait to hear from her if she wanted it to do the repairs. In the meantime, Mrs B asked for a written breakdown of the costs, but it took RSA just over four weeks to provide this.

On 13 August 2013 called RSA to say she wanted to discuss the costs and repairs it had detailed to her. She said that she could get the parts needed cheaper online herself and that her engineer had offered to do it for £200. However, RSA said that it would not negotiate the cost of the parts and it gets its parts from suppliers who guarantee them.

Mrs B then agreed that RSA would do the repairs and these were completed on 19 August 2013. At first the boiler worked properly and Mrs B had hot water again but not long afterwards, she had further problems. On 19 September 2013 RSA attended and fitted some more parts, which resolved it.

Then in early October 2013 Mrs B contacted RSA again, as her water tank was leaking. RSA came out and drained the tank down and "isolated" it, so that the leak was stopped. I understand the tank had a hole in it and therefore it needed to be replaced. Although Mrs B's policy did not cover replacement tanks, RSA told her that it would pay the policy limit of £300 towards the costs, if she wanted it to do the work.

Mrs B did not want to pay for the replacement with RSA. I understand that she arranged for some other engineers to come and look at the tank. She told RSA that one had said that a valve it had fitted was old and therefore he refused to do the work needed. She also had another engineer tell her that she needed to replace the boiler and have a power flush carried out.

RSA told Mrs B that it would pay £300 towards the cost of the new boiler and an additional £200 compensation to reflect the problems she had experienced. So in total £500 compensation.

I understand that Mrs B had the boiler replaced in November 2013. She remains very unhappy about the service provided by RSA. In particular:

- The amount of time she was without hot water (including from 14 June to 11 November 2013).
- She is disabled and the lack of hot water made life very difficult for her.
- RSA's engineers caused dirt on her carpet.
- She had higher than normal electricity bills due to having electric fan heaters going while her boiler was not working.
- Her policy limit went up to £1,000 when her policy renewed but RSA would not apply this to her claim, as it had been started while the policy limit was £300.

Our adjudicator did not think the complaint should be upheld. She considered that there were significant delays but that not all the time that Mrs B was without heating and hot water was RSA's fault. Some of this time was taken up with Mrs B stating she is going elsewhere and getting private quotes. The adjudicator asked for proof of the higher electricity bills but these showed roughly the same amounts apart from a period after the new boiler had been fitted.

The adjudicator thought that the payment offered by RSA was fair compensation for the delays it was responsible for. She did arrange for RSA to make the payment for the timer it had previously offered though, as Mrs B hadn't received this.

Mrs B still thinks that she should receive a higher payment of compensation and so the complaint has been passed to me.

### **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I can see that Mrs B went through a terrible time in getting her boiler repaired. There were a number of delays in RSA's handling of this claim that could have been avoided. In particular, it took a month to send Mrs B the details of the costs it wanted her to pay towards the repair of the boiler.

However, it was not responsible for all the delays and it fixed the boiler properly in September 2013. Any time that she was without hot water or heating after the tank leaked, is not attributable to RSA, because it was not responsible for the tank repairs, as they are not covered under the policy.

Having taken all the circumstances into account, including Mrs B's personal circumstances, I consider that the £500 offered in total by RSA is appropriate to reflect the inconvenience and stress caused by any errors on RSA's part.

Mrs B said that her carer had to spend an hour cleaning the carpet, which she had to pay for. In my opinion, the cost and inconvenience of this is incorporated in the compensation already offered, as there's no evidence that this was done intentionally or that it hasn't come out of the carpet.

Although Mrs B says that she was told there was a problem with a valve it had apparently previously fitted, this hasn't been supported by any written evidence from an engineer. I therefore can't take this aspect of the complaint any further.

Finally, Mrs B's policy terms changed after she had made this claim and the limit available had increased to £1,000, she says therefore that she shouldn't have had to contribute towards any of the repairs. However, I can't reasonably direct that RSA should have applied this limit, when it came in after her claim was made.

**my final decision**

I do not uphold this complaint against Royal & Sun Alliance Insurance Plc. It should now make the payments set out – i.e. a total of £500 compensation plus £60.53 for the timer - if it has not already done so.

Harriet McCarthy  
**ombudsman**