

complaint

Mrs A complains about Royal & Sun Alliance Insurance Plc's handling of her home emergency insurance claim. In particular, Mrs A is unhappy with the length of time taken to resolve the claim and advice she was given in relation to the cost of a replacement part.

All references to Royal & Sun Alliance include its policy administrators.

background

Mrs A contacted Royal & Sun Alliance in March 2013 to report her boiler had broken down. An engineer was sent who found that the boiler required a replacement part. However, Mrs A was later informed this part was obsolete.

In response to this Mrs A raised a complaint following which she was contacted by Royal & Sun Alliance and told that the required part had been sourced. Due to the cost of the part, Mrs A was informed she would need to pay an excess of £1,447.85 to proceed with the repair as her policy cover limit was only £300. Mrs A agreed to the costs and the repair went ahead.

In total, Royal & Sun Alliance has provided Mrs A £700 compensation in recognition of her complaint. In addition to this, it has also reimbursed her £120 which Mrs A incurred during the course of the claim due to having to pay an electrician to repair a fault caused at her property.

Mrs A remained unsatisfied with this settlement and so she referred her complaint to this service. Our adjudicator did not recommend Mrs A's complaint be upheld. He believed that Royal & Sun Alliance had fulfilled the terms of the policy. Although he agreed the length of time taken to complete the repair and the lack of communication from Royal & Sun Alliance was unreasonable, he was satisfied that the £700 it offered in recognition of this was fair and reasonable in the circumstances.

As the adjudicator was unable to resolve the complaint to Mrs A's satisfaction, the matter has been referred to me for final determination.

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 understand Mrs A is unhappy she was not offered the opportunity to replace her boiler during the claim and with Royal & Sun Alliance's explanation that the policy is "repair not replace".

The policy contains the following explanation of the level of cover provided:

"The most we will pay for any one emergency is:

- *£300 inclusive of parts, materials, VAT and the tradesman's attendance and callout charge."*

Although I am unable to see that the policy terms specifically state the cover does not provide the provision for a replacement boiler, it is my view based upon the cover limit of £300 that the reasonable expectation would be that the policy would not allow for a replacement boiler. I am therefore unable to say that Royal & Sun Alliance acted unfairly by not providing Mrs A with the option of a replacement boiler.

In light of the cost of the repair, it is questionable if a repair was the most appropriate route. However, I am satisfied the evidence demonstrates that Royal & Sun Alliance only provided the option of the repair in line with the cover provided by the policy. Having explained the costs involved to Mrs A, it was her choice to agree to pay the excess and proceed with the repair.

Turning my attention to the handling of the claim, I note that delays were experienced by Mrs A in awaiting the repair of the boiler, and that the boiler broke down again after the repair was completed. After this further breakdown, I understand that Royal & Sun Alliance initially informed Mrs A this repair would be chargeable, but later agreed to waive this cost.

While I appreciate the inconvenience caused to Mrs A, the level of compensation which this service awards for inconvenience is generally below £300. We do not seek to punish or discipline a business through our awards; they are to reflect the inconvenience to the consumer only. A payment of £700 is significant compensation and, in this case, I consider the offer to be fair. This consideration includes the fact Mrs A was without heating for a number of weeks and had a number of service issues.

my final decision

My final decision is that I do not uphold this complaint. I make no further award against Royal & Sun Alliance Insurance Plc.

Christopher Tilson
ombudsman