

## **complaint**

Mr and Mrs S complain that Royal & Sun Alliance Insurance Plc (RSA) unduly delayed the provision of emergency boiler repairs, and feel they were misled with regards to the timeliness of the repairs covered under the policy.

## **background**

Mr and Mrs S hold a home emergency insurance policy with RSA, which covers them for certain household emergencies, including boiler repairs. They contacted RSA on the morning of 9 December 2017 to report that their boiler had broken down. Mr S spoke to RSA and informed them of vulnerable circumstances such that they should be treated as a priority. But the soonest RSA could arrange for an engineer to attend the property was the next day between 9am and 5pm.

Mr and Mrs S feel they were not treated as a priority, and complained that what they were offered wasn't good enough. Mr S said he was under the impression that the policy provided a service whereby an engineer would attend within four hours for priority customers. Moreover, he is unhappy that he wasn't given a specific time in which the engineer would attend, and that they couldn't come outside the hours of 9am to 5pm.

Mr and Mrs S have further complained that they were not called back within an hour after reporting the breakdown as they were promised – and that when the engineer *did* arrive, it was over 24 hours after the emergency had been reported.

RSA has said it did treat Mr and Mrs S's case as a priority, but that there simply wasn't any availability for an engineer to attend on the same day. And because Mr and Mrs S were in a potentially vulnerable situation, RSA says that alternative accommodation was offered for the night. But they declined this as Mrs S was advised by health professionals that she shouldn't leave the house. At this point, RSA says it offered to organise temporary heating for the night, but this had already been arranged by Mrs S's health professionals.

RSA apologised to Mr and Mrs S for not calling them back within the hour as promised and offered £50 by way of an apology. It also disputes what Mr and Mrs S say they were told with regards to a four-hour turnaround, saying this is not something they ever have or would commit to. And in terms of being able to repair the boiler within 24 hours, RSA says that this is an internal benchmark, and isn't something that is promised to customers.

Our investigator didn't uphold Mr and Mrs S's complaint. He felt that RSA had acted reasonably and within the scope of what it contracted to do under the policy. He also felt that £50 was a reasonable offer for the shortcomings regarding delays in the service they experienced. Mr and Mrs S didn't agree, saying they want more compensation – so the complaint has been passed to me.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've decided not to uphold Mr and Mrs S's complaint.

Mr and Mrs S claim that RSA didn't prioritise their repairs despite being informed of their circumstances, nor was it able to send an engineer within four hours. But RSA has sent a copy of their system/call notes from the incident from which I can see that it did record them

as being vulnerable customers. I can also see that RSA did attempt to arrange an engineer to attend the same day. But all the engineers it contacted had no availability to attend on short notice; with the following day being the soonest anyone could attend.

I appreciate that Mr and Mrs S feel they were not prioritised in such circumstances, but I think RSA did all it reasonably could to ensure they were attended as quickly as possible. And as this is dependent on the availability of third-party engineers in the local area, I can't conclude that RSA is at fault if there are simply no tradesmen to attend at short notice. RSA also went further to ensure the safety of Mr and Mrs S by offering alternative accommodation for the night as well as temporary heating, so I can't say that their particular vulnerability was overlooked.

With regards to the four-hour turnaround Mr and Mrs S were expecting, Mr S says he was initially told by the tradesman that he would be there within four hours. However, RSA disputes this, and says it listened to the phone call and couldn't find any mention of such a timeframe. Mr S then said it was his *policy schedule* that set out the four-hour timeframe, but later said he was told this during the initial sale of the policy.

Neither party has been able to provide a copy of the policy schedule, but RSA deny that it sets out a four-hour timeframe, as it wouldn't be able to commit to this given it's dependant on the availability of third-party engineers. I haven't seen enough evidence to persuade me that Mr and Mrs S would've been told this – so I need to look to what is promised within the policy document.

The policy sets out that RSA '*will endeavour to provide an appropriate tradesman as quickly as possible. However, in periods of adverse weather, attendance times may be extended*'. Nowhere does it mention anything regarding a four-hour turnaround. As RSA did make enquiries with various engineers to see if they could attend – and given that there was no availability until the next day – I think it did endeavour to provide a tradesman as '*quickly as possible*'. It was unfortunate that this meant a wait of just over 24 hours for Mr and Mrs S in the circumstances, but I can't say that RSA didn't meet its contractual obligations as set out under the policy.

This leads me on to Mr and Mrs S's next point, which is that they were not seen to within 24 hours of reporting their broken boiler. I can see that the initial call was logged by RSA at around 9am, and the boiler was subsequently repaired the following day at around 12pm. RSA says it does look to generally repair boilers within 24 hours – but that this is an *internal* service level agreement, and isn't a guarantee offered to customers.

I appreciate that Mr and Mrs S may have been told about the 24-hour turnaround time during their discussions with RSA, but again, I can't see that it is a contractual requirement as set out in the policy terms and conditions. Given that Mr and Mrs S had also been told to expect an engineer anywhere between the hours of 9am to 5pm the next day, this would further suggest it was unlikely they'd be seen to within a 24-hour timeframe. So it appears RSA failed to meet their own internal standards rather than breached a term or condition of the insurance contract. The performance of an insurer against its own internal benchmarks is largely a matter for that insurer and doesn't necessarily prove that it has acted carelessly, in breach of contract or otherwise unfairly.

Mr and Mrs S are also unhappy that they were given a 9am to 5pm timeframe. They argue that engineers should be able to visit outside of these hours. RSA has explained that they operate a 24-hour helpline, and that engineers *can* attend outside of these hours at various

times of the day. But on the day that Mr and Mrs S called – and due to limited availability – the only option available was for an engineer to attend within the 9-5 slot.

Given everything I've seen, the only area I can see that RSA did perhaps fall short in this case is the service initially provided, where it didn't call Mr and Mrs S back within one hour as promised. But RSA says it acknowledged this and offered £50 by way of an apology. I think this offer is reasonable in the circumstances – and because I can't see that RSA breached any of its main obligations under the policy – I won't be asking it to offer any more than this amount. I have sympathy for the situation Mr and Mrs S were temporarily placed in, especially given their circumstances. But I can't say that RSA has acted in such an unreasonable way that it would warrant any further compensation.

### **my final decision**

Royal & Sun Alliance Insurance Plc has made an offer to pay £50. I conclude that such an offer is fair compensation in all the circumstances. My decision is that RSA should pay Mr and Mrs S £50 within 28 days of receiving their acceptance of this decision.

Mr and Mrs S should note that if they accept my decision, it will be legally binding on all parties and they probably then wouldn't be able to take legal action over this matter for additional compensation. If, however, they reject the decision, although their legal rights will remain intact, it'll be purely a matter between them and RSA as to whether the £50 offer still remains open for acceptance. Strictly speaking, an offer is not binding on the offeror after rejection of it has been communicated.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 28 March 2018.

Jack Ferris  
**ombudsman**