

complaint

Mr P complains that Royal & Sun Alliance Insurance Plc (“RSA”) has acted unfairly and unreasonably when dealing with his claim under a home emergency insurance policy. He wants £60 refunded.

background

Mr P had home emergency insurance and said that a carbon monoxide alarm was supplied by RSA as part of the policy. The policy was taken out in November 2018, three months before the alarm activated and Mr P called an engineer under the insurance policy to examine his boiler. The engineer said that the boiler was fine and it was the alarm that was faulty. Mr P was required to pay a £60 excess, and RSA refused to refund it.

Mr P complained about the excess and other issues not brought to this service. RSA said the alarm was faulty and it hadn't acted unfairly or unreasonably.

Mr P complained to us, saying that the alarm had been provided by RSA. The investigator's view was that under the terms of the policy, Mr P was required to pay the excess for each claim. He noted that RSA denied supplying the alarm and within its own records RSA had noted that there wasn't a carbon monoxide alarm in place. The investigator said that there wasn't any evidence that RSA supplied the alarm, and so it wasn't responsible for the fact that the alarm's fault caused the call out of the engineer. He didn't uphold the complaint.

Mr P disagreed. He said that the alarm was posted to him and there was an advert about it. The investigator asked for a copy of the advert and what was received by Mr P; Mr P sent a copy of an advert from some years ago. The investigator also asked RSA about whether it offered free carbon monoxide alarms; it confirmed that it had done so in the past, but not as part of the campaign which saw Mr P take out his policy. It pointed out that the advert forwarded by Mr P was an old one – it was with a different insurer and it was under that policy that Mr P had been sent the alarm in 2015. RSA also said that under the terms of its policy, it was required to maintain and check any alarms, and Mr P wanted his boiler checked.

The investigator said that the onus was on Mr P to check the alarm was still fit for purpose and it had been with him for nearly four years. He didn't think the excess should be refunded as it was charged in line with the terms and conditions of the policy. Mr P said that RSA kept changing its response and wanted an ombudsman's decision. He thought that the alarm came with a ten year guarantee. RSA said if a warranty was offered, it was from the manufacturer, and pointed out that Mr P hadn't told it about his earlier policy from 2015, which was why its answer changed.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr P's insurance policy covers his boiler and central heating, but charges a £60 excess fee for each claim. This meant that under the terms and conditions of the policy, Mr P was required to pay £60 for the engineer's attendance when the alarm went off, and I can't say that this was unfair or unreasonable.

But Mr P has said that RSA should refund the money because he says it supplied a faulty carbon monoxide alarm. The first point to make is that it wasn't RSA who supplied the alarm; it was provided by a different insurer. The insurance policy taken out by Mr P in 2015 was with another insurer and was a different policy to that taken out in 2018, though the actual work under the policy appears to be carried out by the same expert company. So I don't think that it would be fair or reasonable for me to hold RSA responsible for an alarm provided by another business. And I accept that Mr P didn't explain that the alarm had been received years earlier until late in the process, which is why RSA didn't know about the alarm at first.

The policy says it's for the consumer to maintain any alarms in place. So if the alarm is faulty, that isn't the fault of RSA and if there is a warranty, Mr P needs to take up his complaint with the relevant manufacturer.

Having considered all the evidence and the circumstances of this complaint, I can't say that RSA has acted unfairly or unreasonably.

my final decision

My final decision is that I don't uphold the complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 8 August 2019.

Claire Sharp
ombudsman