

complaint

Mr D complains that Royal & Sun Alliance Insurance Plc (RSA) provided poor service when he claimed under his home emergency cover after his central heating boiler stopped working.

background

Mr D has a type of home emergency cover that is meant to provide some assistance in a number of different scenarios. On this occasion Mr D's boiler stopped working and he asked for help. RSA agreed it could help Mr D.

RSA couldn't send a contractor the same day, but said it would pay Mr D up to his policy limit (£200) if he got his own contractor in. And it said it would pay Mr D up to £60 for any temporary heaters. It sent Mr D £51.97 for these when Mr D sent in a receipt.

Mr D agreed that RSA's contractor should visit the next day. He said he thought the problem was the circuit board, but that there might be asbestos in the boiler. That's a potential health and safety problem, so he wouldn't do anything further until this had been checked.

Mr D was very upset that this left him and his family in a house without heat – and potentially with asbestos issues. He thinks he should have been offered alternative accommodation and given assistance to try to sort things out. And he didn't think the problem was with the circuit board. Instead he says RSA has refused to help and provided really poor service. He says he had no choice but to take out a loan for £1,500 to pay for a new boiler.

When he complained, RSA said it didn't think it had done much wrong – and that Mr D hadn't provided any independent evidence to show there wasn't asbestos.

Unhappy, Mr D brought his complaint to us.

Our investigator didn't think RSA needed to do more than it had. She thought it fair that RSA stop any work on the boiler if there was a chance it was contaminated with asbestos. She thought it was for Mr D to provide evidence that wasn't the case if, as he thinks, the contractor was wrong about asbestos.

Mr D remains unhappy so I've been asked to decide this complaint.

my findings

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

I'm sorry Mr D has been worried by the thought his boiler might have contained asbestos. And I understand why he thinks RSA hasn't treated him very well. But I'm not going to uphold his complaint, and I'll explain why.

Mr D made a claim for help under the "emergency cover" part of his home insurance. That provides help up to the value of £200. It came free with his home insurance. So RSA's obligations under this cover are limited to that amount.

RSA has refunded Mr D the cost of some temporary heaters. It gave Mr D the amount he spent on these – about £52. I think that's fair.

The contractor said he thought there might be asbestos in the boiler. He wanted an independent survey to confirm if this was present or not before he started work. RSA says the contractor has a list of boilers that may contain asbestos – and Mr D's boiler is on that list. So I don't think it's unreasonable for the contractor to ask for the check before work was done. Mr D didn't get that survey done, but instead chose to buy a new boiler.

I appreciate Mr D's feelings about the competency of the contractor. But I think RSA is entitled to rely on the views of the contractor. And as Mr D hasn't provided any expert opinion as to either the cause of the fault – or the presence (or not) of asbestos, I can't say it should do more than it has.

Mr D says RSA should have offered him and his family alternative accommodation and didn't mark the boiler as condemned. I'm not persuaded either was necessary. The asbestos would only have been an issue if the contractor had disturbed it – which he hadn't. So there was no need for the boiler to be labelled unsafe or condemned. And Mr D and his family did have heating, albeit of a temporary nature. Even if alternative accommodation *had* been appropriate, Mr D only had £200 of cover. RSA says that was used up by the contractors visit. So RSA wouldn't have been obliged to do more than it has.

I don't think RSA did much wrong here. I understand the whole situation was stressful for Mr D and his family. Unfortunately having a boiler break down, having to make a claim and deal with the situation is stressful. But RSA isn't responsible for that, and I don't think it did anything unreasonable that made this worse.

my final decision

For the reasons given above I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 23 October 2019.

Sue Peters
ombudsman