

complaint

Mr N complains that Royal & Sun Alliance Insurance Plc (RSA) declined his home emergency insurance claim. My references to RSA include its agents.

background

Mr N had a home emergency insurance policy that included an annual boiler service. RSA was the insurer. In June 2018 RSA's appointed engineer carried out the annual service and found there was a leak from the flue in the boiler.

The engineer told RSA (and RSA told Mr N) that the flue was leaking condensation and 'products of combustion'. The engineer turned off the boiler so Mr N had no heating or hot water. The boiler had an extended flue. RSA told Mr N the repair wasn't covered by the policy as the leak was outside the first metre of the flue.

Mr N arranged for a private engineer to assess the problem. That engineer provided a report which said:

'I was asked by Mr N to call and inspect the chimney flue as there was condensation water leaking from the joints. I removed the flue sections to replace the seals but on further inspection, I noticed that the section which had been replaced by one of (RSA) engineer's was 40mm short. I had no choice but to supply and fit a new section of pipe.'

The engineer's invoice showed the materials he'd used which together with labour cost Mr N £405.99.

Mr N complained to us. He said the private engineer found the leak was caused by the too short pipe RSA's engineer fitted in the first metre of the flue in 2016. Also the boiler hadn't needed to be turned off. Mr N wants RSA to pay the private engineer's invoice and compensation as he says given his age he's been particularly inconvenienced.

Ultimately our investigator thought RSA had fairly declined the claim. The private engineer's report didn't say the leak was in the first metre of the flue or caused by poor workmanship by RSA's engineer in 2016. Also the materials the private engineer used strongly suggested he carried out work outside the first metre of the flue.

Mr N disagrees and wants an ombudsman's decision. He said the 2018 repair corrected RSA's engineer's incorrect 2016 repair. He asked if RSA had evidence the private engineer replaced any other part of the six metre flue pipe and said we should ask the engineers which section of the flue pipe was replaced in 2018. Mr N also wanted us to listen to the call recordings of his conversations with RSA in 2016 and 2018.

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 don't uphold this complaint. I'll explain why.

RSA doesn't have a recording of Mr N's calls in 2016. I've read its calls notes for 2016 and 2018 but I don't need to listen to the 2018 call recordings to come to my decision. That's

because I need to decide if RSA can fairly and reasonably rely on the policy exclusion to decline the complaint, and I think it can. I'll explain why.

The policy is clear RSA doesn't cover repairs or replacement of non-standard or extended flue systems.

The policy doesn't specify meterage for an extended flue but our investigator's research shows that a standard flue is typically between 60-100cm. So RSA has been reasonable in saying that only damage to the first metre of the flue is covered under the policy.

RSA's engineer told RSA the leak was outside of first metre of the flue and that's what he also told Mr N.

The private engineer's report doesn't say the leak was in the first metre of the flue or that the cause of the leak was only because the pipe fitted by RSA's engineer in 2016 was too short.

The private engineer's report also refers to water coming from joints (plural) and that he's removed flue sections, so not just the first flue section, to replace seals. As our investigator detailed to Mr N the materials noted in the private engineer's invoice strongly suggest he replaced more than just the first metre of the flue. There's no evidence that the private engineer just replaced the first metre section.

It's for Mr N to provide the evidence to clarify which part of the flue was replaced in 2018 to support his claim. If he can get further evidence from the private engineer which shows either the leak was only in the first metre of the flue and that's all he replaced or that RSA's 2016 repair was the sole cause of the leak then Mr N should send that evidence to RSA. RSA should then reconsider his claim on that new evidence.

On the evidence I have RSA fairly declined the claim on the basis that the policy doesn't cover repairs or replacement of non-standard or extended flue systems.

The private engineer's report doesn't say the boiler didn't need to be turned off. As RSA's engineer reported that condensation and 'products of combustion' were leaking from the boiler it's reasonable he turned off the boiler for safety reasons. I understand Mr N was inconvenienced by the lack of hot water and heating, but I've no evidence that RSA was unreasonable to turn off the boiler. I make no compensation award to Mr N.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision 4 May 2019.

Nicola Sisk
ombudsman