

## **complaint**

Mr M complains that Royal & Sun Alliance Insurance Plc (“RSA”) failed to deal with a claim he made under his home emergency insurance policy in a proper and timely manner.

## **background**

On 26 September 2016, Mr M contacted RSA as his central heating boiler had broken, leaving him and his family, including young children, without heating and hot water. RSA arranged for a contractor to call. It said parts were required, and a number of appointments were arranged, and broken, for the contractor to return and fix the boiler.

When this hadn’t happened by 14 October 2016, Mr M complained to RSA. It spoke to the contractor and arranged for it to return and repair the boiler on 25 October 2016. RSA also said it would arrange compensation of £150 for the upset Mr M and his family had suffered, and would reimburse him £100 for heaters he had to buy.

On 25 October 2016, Mr M was told the part required hadn’t arrived, but would come on 26 October 2016. The part did arrive on that day, but a clip which came with it and was required to fit it was the wrong clip. The part came from abroad, which the contractor said was the reason for the delays. It would have to order the correct clip from abroad, which would take time.

Mr M managed to source an alternative clip in this country which RSA and the contractor agreed to fit. Mr M’s heating and hot water were finally restored on the weekend of 29/30 October 2016.

Mr M complained to us. He didn’t think the compensation RSA had offered was sufficient for the poor handling of his claim, and the upset he and his family had suffered.

RSA said the parts needed to be ordered from abroad, and this caused delays which weren’t its or the contractor’s fault. When the part was finally delivered, it came with the wrong clip, which again wasn’t their fault. It agreed to the contractor fitting an alternative clip which Mr M sourced, and refunded the cost of this to Mr M. It offered to increase its compensation offer by a further £100, which Mr M rejected.

Our adjudicator recommended that this complaint should be upheld. He said that Mr M and his young family had to wait much longer than he expected, without heating and hot water, before his boiler was finally repaired. RSA said it wasn’t possible to obtain genuine parts earlier. However, the adjudicator didn’t think it had done all it could. He noted that Mr M was able to source and obtain a suitable part. He recommended that RSA pay a further £350 compensation on top of the £150 it initially offered.

RSA didn’t accept the adjudicator’s recommendation, and so this complaint has been passed to me to issue a final decision.

## **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 think it is unreasonable that Mr M had to wait more than a month before his boiler was repaired, and heating and hot water were restored. I don't think RSA and its contractor did all they could have done to repair the boiler sooner, either by getting parts from abroad earlier, or by sourcing suitable alternatives, as Mr M was able to do. And they didn't keep Mr M properly informed about what was happening, in the early stage at least.

I conclude that it's fair and reasonable that RSA pays Mr M compensation of £500 for the upset and inconvenience he suffered, less whatever part of the £150 it offered he has already received, and in addition to the £100 it has paid him for heaters and reimbursement of the cost of the clip.

**my final decision**

My decision is that I uphold this complaint, and order Royal & Sun Alliance Insurance Plc to pay Mr M compensation of £500, less whatever part of the £150 it offered he has already received, and in addition to what it reimbursed him for heaters and the clip.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 27 February 2017.

Lennox Towers  
**ombudsman**