

complaint

Mr and Mrs M are unhappy with the service provided by Royal & Sun Alliance Insurance Plc ("RSA") following a claim under their home emergency insurance policy when their boiler broke down.

background

Mr and Mrs M have a home emergency boiler via a bank account, the insurer is RSA.

In October 2017 Mr and Mrs M's boiler broke down so they made a claim to RSA. RSA sent an engineer to their home. The engineer found the fault and fitted some new parts over the next few days. When the repairs were completed the boiler was fully working again.

A short time later both Mr and Mrs M noticed a strong smell of gas coming from the boiler's external flue. As the smell of gas persisted for a few weeks Mr M contacted RSA. RSA told Mr M to contact the national gas emergency service number who would send an engineer out to investigate.

Mr M followed RSA's advice and an engineer attended his home. This engineer didn't find a gas leak at the property. But the gas smell persisted and so in February 2018 Mr and Mrs M arranged for a private engineer to look at their boiler.

Mr and Mrs M's engineer found that the new gas valve that had been installed by the RSA engineer was unwound causing too much gas to escape. The engineer wound the valve to the correct position.

Mr and Mrs M complained to RSA about the quality of the repair that had been carried out by its engineer. They also said that after the original repair their gas usage had been much higher due to the fault with the valve.

RSA didn't uphold their complaint. It said there wasn't enough evidence to say its engineer had done anything wrong. RSA said that after the repairs had been carried out in October there'd been no contact from Mr and Mrs M until December when they'd complained about the smell of gas. There then hadn't been any further contact until February 2018.

RSA said it had spoken with the engineer called out by Mr and Mrs M in February 2018. He had said that either this valve had been left in that position when fitted or had been adjusted subsequently. It said that had its engineers left the valve in this position then the gas leak would've been immediately noticeable.

Mr and Mrs M were unhappy at RSA's response and complained to this service. Our investigator recommended their complaint should be upheld. She said based on the timeline of events that she thought it was more likely than not that it was RSA's engineer that caused the gas to leak.

The investigator said that RSA should reimburse Mr and Mrs M the cost of their engineer's visit, the additional gas that had been used during October to February (calculated by the comparison to the use for the same period the year before) and £100 compensation for the distress and inconvenience caused.

RSA disagreed with our investigator's view. It said that between its engineer's visit in October and the discovery of the valve being unwound it was entirely possible someone else could've tampered with it. It also said that if Mr and Mrs M were able to continue to smell gas for such a long period then they should've been more proactive in their investigation. RSA said Mr and Mrs M should've mitigated their loss and acted as soon as their gas bill appeared higher than usual.

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've seen a copy of the policy which provides cover in the event of "*a failure or breakdown of the main heating system*". And it's agreed that in October 2017 Mr and Mrs M made a claim under the policy as their boiler had broken down.

It's also agreed that RSA sent out an engineer who, over a few days, fixed the boiler. And that those repairs involved the valve that was subsequently found to be the cause of the gas leak. So the issue for me to decide is whether RSA's engineer caused the gas to leak by not securing the new gas valve he'd fitted.

RSA says there were around four months between the time its engineer visited and the fault with the valve being found. It says it's possible someone else tampered with it. But when evidence is missing or contradictory I have to decide what I think is the most likely thing to have happened.

Mr and Mrs M say that shortly after RSA's engineer visited they began to smell gas. This wasn't inside the house but coming from the boiler's external flue. And when the smell didn't go away they called RSA. RSA gave them the correct advice to ring the national gas emergency service phone number who sent its own engineer out. This engineer didn't find any gas leak.

I've seen the report from the national gas emergency service. It says it checked for an internal gas leak and is responsible for ensuring the supply is safe up to and including the emergency control valve. But "any gas equipment which is installed after the control valve is the responsibility of the owner of the property".

Mr and Mrs M say the smell of gas was still present but as they were reassured there was no leak they thought the smell was due to the newly replaced condensation pipe fitted at the time of the repairs in October by RSA's engineer. Mr and Mrs M say they assumed the smell would go over time. It was only when the smell was still there in February that they asked for further investigations by another engineer they contacted privately.

I don't think Mr and Mrs M's actions were unreasonable in waiting to see if the gas smell would go. And I think most people would've acted the same if told by an engineer that there wasn't a gas leak despite the smell. Mr and Mrs M aren't boiler experts so I don't think it's likely that they'd have interfered or tampered with their boiler.

RSA says that Mr and Mrs M should've also acted once they realised their gas bills were higher. But Mr and Mrs M say they thought at first this was due to them following the advice given to them by RSA's engineer in October. The engineer had said it would be better to keep the boiler on rather than using the timer to switch it off and on. However, even if the

engineer's suggestion had led to greater gas use, I think the gas leak was the main cause for higher bills as I assume the engineer's advice would've been to make the boiler more efficient, and not more expensive to run.

I think Mr and Mrs M have been consistent and credible about what they've said happened. So, looking at the evidence I think that it's more likely than not that RSA's engineer failed to adjust the valve properly causing too much gas to escape. This caused Mr and Mrs M distress and inconvenience as well as higher gas bills.

I'm upholding Mr and Mrs M's complaint. I require RSA to pay Mr and Mrs M £100 as compensation for the distress and inconvenience caused. I also require it to reimburse Mr and Mrs M £180 being the cost of their engineer who corrected the fault with the valve in February 2018, together with interest. Finally RSA should calculate the cost of the additional gas used between October and February taking into account the usage the previous year and reimburse this cost together with interest.

my final decision

For the reasons given above I'm upholding Mr and Mrs M's complaint. I require Royal & Sun Alliance Insurance Plc to do the following:

- Pay Mr and Mrs M £100 compensation for the distress and inconvenience caused.
- Royal & Sun Alliance Insurance Plc must pay the compensation within 28 days of the date on which we tell it Mr and Mrs M accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.
- Reimburse Mr and Mrs M £180 for the cost of their engineer who fixed the fault with the valve, together with interest at 8% a year simple.
- Calculate the cost of the additional gas used between October 2017 and February 2018 by taking account of the usage the previous year.
- Reimburse Mr and Mrs M the cost of that additional gas used together with interest at 8% per year simple.
- If Royal & Sun Alliance Insurance Plc considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr and Mrs M how much it's taken off. It should also give Mr and Mrs M a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 14 October 2018.

Jocelyn Griffith
ombudsman