

## **complaint**

Mr P complains about poor claims handling by Royal & Sun Alliance Insurance plc ("RSA") when his central heating system stopped working and he asked RSA for assistance under his home emergency insurance policy.

## **background**

Mr P had a home emergency policy underwritten by RSA. On the evening of Wednesday 7 February 2018, Mr P phoned RSA to report that his central heating boiler had stopped working. RSA said it would arrange for an engineer to call. It warned that if replacement parts were required it could take up to three working days for these to be obtained.

On the same evening an engineer called. He said a new fan was required for the boiler, which was ten years old, and he would order this. Mr P was offered, and accepted, £60 towards the cost of heaters in the meantime.

Over the next few days Mr P rang RSA several times to ask if the fan had arrived. He was unhappy at the time this was taking. He also asked if RSA could provide hotel accommodation for himself, his wife, and his four children, which was a benefit included in his policy. He said he needed two interconnected rooms as all the children were aged under seven, and one of the parents had to leave for work early in the morning. RSA tried, but was unable, to find two interconnected hotel rooms at short notice.

On Monday 12 February 2018, RSA phoned Mr P and told him the part required had now arrived. It offered him an appointment between 9.00am and 2.00pm on 13 February 2018 for an engineer to call and fit the part. On 13 February 2018, the engineer was running late from his previous appointment and phoned Mr P at 2.05pm to warn he would arrive late. The appointment was rearranged for later that evening when the engineer called and the repair was completed.

Mr P complained to RSA about the way his claim had been handled, principally:

- the time it took for the replacement part to arrive;
- the inability of RSA to find him hotel accommodation with interconnecting rooms; and
- the failure of the engineer to tell him he was running late until after he should have arrived.

RSA said it had warned him when he first contacted it that if replacement parts were required they could take up to three working days to arrive. It apologised that it hadn't been able to provide the accommodation he required but it hadn't been able to source this when he rang. In acknowledgement of the delay in the engineer notifying Mr P that he would be late in arriving on 13 February 2018, it paid him compensation of £50.

Mr P wasn't happy with this response and complained to us. He had taken a day off work for the engineer's visit at a cost of £225, and thought RSA should reimburse this. He thought the whole procedure had taken too long for what was supposed to be an emergency service.

Our investigator didn't recommend that this complaint should be upheld. He said RSA had warned Mr P at the outset that it might take three working days for the replacement part to arrive, and the repair was completed on the fourth working day after the fault was reported. So he didn't think the delay was unreasonable, or that RSA hadn't kept Mr P informed.

RSA was asked to provide two interconnected hotel rooms for Mr P and his family at short notice, but was unable to find such accommodation. The investigator didn't think RSA had treated Mr P unfairly in this respect.

He agreed the engineer should have called Mr P sooner when it became apparent he was going to be delayed. But he thought the £50 compensation it had paid for this was appropriate in the circumstances.

He also thought Mr P would have had to take time off work in any event for the engineer's visit. The boiler was fixed on the same day that was arranged. So he didn't think the cost to Mr P was higher than it would have been if the boiler had been fixed earlier.

Mr P responded to say, in summary, that:

- he still thought it had taken too long for his boiler to be fixed, and he had to chase RSA instead of it keeping him informed;
- although he was told when he reported the fault that it could take three days for a new part to arrive, he wasn't told this when he took out the policy. He said he wouldn't have taken out an "emergency" policy which had such a term. And the engineer who attended initially said it would take a day for the part to be ordered and he would come the following day, but this didn't happen;
- when the replacement part was delayed, Mr P asked RSA if it could fix the immersion element in their hot water tank, which was broken, so that they could have hot water. However RSA said this wasn't covered by his policy;
- he had four young children and the boiler broke down during a cold spell in February, which was why it was important for them to be given alternative accommodation;
- he thought because of the nature of this policy RSA should have been more geared up to provide emergency accommodation at short notice; and
- if the engineer had come at 2.00pm on 13 February as promised, he would have been able to go to work that day instead of having to book a day off work.

## **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 understand Mr P's frustration at the length of time it took for the replacement part to arrive. However it isn't unusual in an emergency policy for it to take this length of time to secure parts, particularly for an older boiler. And RSA did warn Mr P when he reported the fault about the time this could take.

Although Mr P thought it would have been reasonable for RSA to repair the immersion element in his water tank while they were waiting, RSA said this wasn't covered by his policy. So I can't say it was unreasonable for it not to repair the element.

Mr P requested alternative accommodation for his family on two occasions – at 8.52 pm on 9 February 2018, and 11.22 pm on 10 February 2018. However he made it clear that he needed two interconnecting rooms. RSA tried to obtain such accommodation but wasn't able to at such short notice. Its records show that it told Mr P that if he could find interconnecting rooms at that time it would try to book them, but Mr P didn't come back to it.

I think RSA did its best to try to find the accommodation Mr P required at short notice but couldn't. And I don't think it's reasonable to say RSA should pay to have accommodation available on standby for various customers' needs in case it should be required.

The engineer who was booked to attend by 2.00pm on 13 February 2018 was delayed on a previous job, which can happen. He should have told Mr P that he was going to be delayed a bit sooner, but I'm not persuaded that this would have meant Mr P could go to work that day. I think the compensation of £50 RSA has paid Mr P for the late notification is reasonable in the circumstances.

All in all, taking account of what it has paid Mr P, I can't say RSA has treated Mr P unfairly in the way it handled his claim.

**my final decision**

My decision is that I don't uphold this complaint, and make no order against Royal & Sun Alliance Insurance plc.

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

Lennox Towers  
**ombudsman**