

The complaint

Mr M is unhappy with Royal & Sun Alliance Insurance Limited's (RSA) handling of a claim made under his home emergency policy.

Any references to RSA include its agents.

What happened

In December 2022, Mr M had a problem with his boiler and contacted RSA. An engineer attended Mr M's home. When they left, Mr M believed a temporary repair had been carried out and the engineer would be returning with the parts needed to carry out a lasting repair. Unfortunately, shortly after this, the boiler broke down again and Mr M says he was told the required parts could not be sourced. Mr M says RSA also told him that given the age of the boiler, he might not be entitled to any cover under the policy. Unhappy, Mr M raised a complaint.

RSA looked into what happened. In the final response letter sent on 1 March 2023, they said during the first visit, the engineer told Mr M the part required for the repair could not be sourced. But as the boiler had been reinstated when the engineer left, there was no scope for any further works to be carried out under the policy. RSA acknowledged there had been delays during the course of the claim and offered Mr M £50 in respect of this.

Mr M didn't think this was fair and referred his complaint to us. By this time Mr M had arranged for the boiler to be replaced so to put things right, he wanted a payment for the boiler or return of several years premiums. One of our investigators looked at what had happened. She said there was some confusion after the first visit. Whilst RSA said the heating and hot water were reinstated after the first engineers visit, there was also a record of a conversation with the engineer who said the boiler was beyond economic repair because the parts could not be sourced.

On balance, she felt the boiler couldn't have been repaired so a fair outcome would be for Mr M to receive £150 under the Boiler Replacement Contribution section of the policy, plus 8% simple interest. She also said RSA should increase the compensation payment to £300, to recognise the impact their handling of this matter had on Mr M, given they knew he was very unwell at the time of the claim.

RSA didn't agree with our investigator, so this case has been passed to me for decision.

What I've decided – and why

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

I've started by considering the claim Mr M made. Both sides are aware that Mr M made his claim under the home emergency policy. When Mr M notified RSA that his boiler wasn't working, RSA arranged for an engineer to attend the property, albeit there was a delay in arranging this which I'll address later. However here, I think it's helpful to set out the intention

of the policy was to carry out a temporary repair. If that wasn't possible, the Boiler Replacement Contribution part of the policy might come into force, subject to remaining policy terms.

I've considered both the job report form and customer job completion forms RSA provided, but neither of these forms set out any details about what, if any, repairs, or actions the engineer took when he attended Mr M's home.

So, I've reflected on Mr M's understanding of the situation and on the call notes between RSA and the engineer. These notes were a record of a conversation in February 2022, a couple of months after the first visit to Mr M's home. The notes said, *"They confirmed they attended... and found cracked PCB casing and this part couldn't be sourced, boiler BER"*.

I've been presented with two sets of evidence from RSA about the engineers' visit to Mr M's home in December 2022. One was two blank job sheets and the other is a note from a telephone conversation. These two accounts do not match, so my role here is to decide which I consider most persuasive. Given there is a lack of information in the job sheets, I find myself most persuaded by the information contained in the record of the conversation with the engineer.

I say this because, in this conversation, there is an account of the faulty part, that it was no longer available, and why this meant Mr M's boiler was beyond economic repair. Given the detail captured in this conversation, I think it's likely that if a repair of any kind was carried out by the engineer, it would have been reflected and noted in this conversation.

RSA challenged our investigator when she reached the same conclusion. They said Mr M had access to heating and hot water after the first visit. This indicated a temporary repair had been carried out which is what the policy was required to do, so he wouldn't be eligible for the Boiler Replacement Contribution.

Mr M has also said he thought a repair had been carried out. However, as our investigator said, there's no documentary evidence of a repair carried out. Nobody has been able to clarify or explain how the boiler came to be working or reinstated when the engineer left Mr M's home. And if RSA was intending to rely on a temporary repair being carried out, in line with the policy terms, it would be for them to show this took place. But this hasn't been demonstrated. In the absence of any evidence to show a temporary repair took place, I can't conclude one was carried out.

I've reached a decision I consider fair and reasonable in the circumstances of this complaint. In the absence of any evidence showing a temporary repair was carried out, I'm satisfied RSA's own notes from a telephone conversation with their engineer are sufficient to lead me to the conclusion the boiler was beyond economic repair and was identified as such during the first visit.

Mr M says he should have several years premiums' refunded or for a payment towards the replacement boiler. Whilst I appreciate there was some confusion about the age of the boiler, which meant potentially Mr M wasn't entitled to a contribution, this was later clarified. But Mr M has had the benefit of the cover, so I'm not going to ask RSA to refund his premiums.

The paperwork provided indicated Mr M's boiler was installed in 2011. RSA made a call to the manufacturer who confirmed it was no more than 13 years old. The Boiler Replacement Contribution part of Mr M's policy says that for boilers this age, the contribution is £150. Given I am persuaded Mr M's original boiler was determined to be beyond economic repair

by their engineer, RSA should pay this upon Mr M providing proof he has purchased a new boiler.

RSA should also pay 8% simple interest per annum from the date of the first visit in December 2022, as there isn't any persuasive evidence to show a repair was carried out at this time.

I'll turn now to RSA's handling of the claim. They already offered Mr M £50 for the delays in sending an engineer out. Mr M was very unwell, and RSA were fully aware of this, and that his illness meant he needed to be in a warm environment. He was considered a priority customer so there should not have been a delay in sending an engineer. I consider this caused Mr M additional and unnecessary worry at was already a difficult time. This was further compounded by the confusion around the state of Mr M's boiler and what steps, if any, were being taken to help him. An example of this was sending out the second engineer when the first had already visited and concluded the boiler was beyond economic repair.

I don't consider the £50 offered by RSA to be sufficient in the circumstances. I require RSA to pay a total compensation payment of £300 to Mr M, to reflect the distress and inconvenience its actions had on him.

My final decision

I uphold this complaint. To put things right I require Royal & Sun Alliance Insurance Limited to:

- Pay Mr M £150 towards the cost of a replacement boiler.
- Add 8% simple interest per annum to this amount, calculated from the date of the first engineers visit in December 2022, until the date of settlement.
- £300 compensation for the distress and inconvenience experienced.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 24 October 2023.

Emma Hawkins

Ombudsman