

## **The complaint**

Mr S has complained about how Royal & Sun Alliance Insurance Limited (RSA) dealt with a claim under a home emergency policy.

## **What happened**

Mr S had a boiler problem at a rental property he owned. RSA sent an engineer, who carried out a repair. A few days later, there was a problem with the boiler again. RSA sent another engineer. But the engineer said he couldn't carry out work on the boiler.

Mr S complained to RSA. He said the engineer had refused to work on the boiler due to its position in a cupboard and because it needed an expensive part. He said no engineer had previously refused to work on the boiler. When RSA replied, it said the engineer had found that the boiler was fitted in a cupboard and was unsuitable for maintenance.

So, Mr S complained to this service. Our investigator didn't uphold the complaint. He said the policy terms explained the cover and its limitations, including where a system wasn't properly installed. He said, based on the engineer's assessment, RSA had acted reasonably.

As Mr S didn't agree, the complaint was referred to me.

## **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.

Having done so, I don't uphold this complaint. I will explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So, I've thought about Mr S's claim and complaint in this context.

The policy terms and conditions said RSA wasn't liable for claims where an appliance hadn't been properly installed. I'm aware RSA's first engineer carried out a repair on the boiler. Mr S also said that when the second engineer declined to deal with the boiler, he arranged his own engineer, who then repaired it. So, I can see this would suggest it was possible to carry out repairs on the boiler and that it could seem inconsistent or unfair that RSA's second engineer didn't do so.

It's my understanding that RSA's engineers visited for different issues with the boiler. The first engineer visited to deal with the boiler temperature and the second visited because there was no hot water. The second engineer's report said that the boiler was fitted in a cupboard and was unsuitable for maintenance. He also took photos of the boiler, which showed its position, including the cupboard and other nearby cupboards. I think, based on the way the boiler had been installed, that it's more likely than not that it wasn't possible to carry out the repair under the terms of the policy.

RSA's engineer would be considered an expert and RSA was entitled to rely on his findings. Although the first RSA engineer carried out a repair this didn't automatically mean the second one also had to do so. They were dealing with different issues. I'm also aware Mr S later arranged for his own engineer to carry out the repair. But the engineer wasn't carrying out their work based on the RSA policy terms and conditions. So, this doesn't persuade me it was unfair for the second engineer to say he couldn't carry out the repair. Mr S has also said the claim was declined because an expensive part was required. I haven't seen evidence to show that was why RSA declined the claim.

Having thought about what happened, I think it was reasonable for RSA to decline the claim. As a result, I don't uphold this complaint or require RSA to do anything further.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 4 March 2024.

Louise O'Sullivan  
**Ombudsman**