

The complaint

Ms G and Mr K complain about Royal & Sun Alliance Insurance Limited's handling of a claim made under their home insurance policy.

What happened

The background to this complaint is well known to both parties, so I'll provide only a brief summary here.

Ms G and Mr K Have a home insurance policy, which includes home emergency cover underwritten by RSA.

They contacted RSA on Friday 9 December 2022 after their boiler stopped working and they were left without hot water or heating. Ms G and Mr K have two young children living in the house.

RSA sent an engineer the same day. They said the temperature sensor needed to be replaced. This couldn't be carried out at the time, so RSA's agents began arrangements to send out an engineer the following week.

They also agreed to provide alternative accommodation for the family in the meantime, beginning the following day. And they later provided a payment for heaters to be used in the house whilst the heating wasn't working.

Subsequently, the contractors RSA asked to carry out the repairs reported that the boiler manufacturer had already arranged to send out an engineer to carry out the necessary repairs.

RSA's agents say Mr K told them this wasn't in fact the case. So, they instructed the contractors to attend on 15 December, as originally planned.

The contractors say they attended on 15 December, as agreed, but there was no-one at the property to let them in to carry out the repairs. Mr K tells us he was at the property all day.

Ms G and Mr K weren't happy with the service they'd received from RSA and/or their agents, and so made a complaint to them.

They weren't happy with the alternative accommodation arrangements, at least in part because on the first night they'd been directed to a hotel, where they say they were told the family would have to wait for a cancellation before being allocated a room.

They also thought the communication with RSA and/or their agents was poor. They had to make several calls to different agents or contractors. And no-one seemed to take control of the situation.

And they say RSA failed to provide the service promised under the insurance contract because they didn't get the boiler fixed.

RSA admitted the service Ms G and Mr K had received hadn't been at the level they'd expect. They'd had to make a number of calls to get things sorted and there was some confusion and mis-communication on the part of the contractors who were tasked to visit on 15 December.

RSA paid Ms G and Mr K £85 in compensation for the trouble and upset this had caused them.

Ms G and Mr K weren't happy with this outcome and brought their complaint to us. Our investigator looked into it and didn't think RSA needed to do anything more for Ms G and Mr K.

Ms G and Mr K disagreed and asked for a final decision from an ombudsman.

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.

It's been very difficult for our investigator to establish the facts in this case. That's partly because there is a very clear conflict of evidence between Ms G and Mr K on the one hand and RSA's contractors on the other.

This hasn't been helped by the fact that RSA delegated dealing with the complaint to an agent. That agent said they couldn't deal with the aspects of the complaint for which other agents were responsible. That's clearly a very unsatisfactory state of affairs.

On the balance of probabilities, I believe what happened is the following.

RSA accepted the claim. Their agents sent an engineer the same day. And arranged for a further visit on 15 December to carry out the necessary repairs. Other RSA agents arranged alternative accommodation, but Ms G and Mr K are right to say this didn't go entirely smoothly.

It appears that before RSA's engineers were due to attend (on 15 December) someone attended the property and resolved the issue – at least temporarily.

RSA say that was the boiler manufacturer. They say when their contractors contacted the manufacturer to enquire about the age and nature of the boiler (presumably by giving them the serial number), the manufacturer said they were due to visit the property on 14 December to assess the situation and carry out repairs.

Mr K tells us he in fact had a different engineer – recommended to him locally - attend on 14 December. It's not entirely clear what Mr K says that engineer did, but it appears some solution was found to the problem with the boiler and heating.

Our investigator contacted the boiler manufacturer to establish what part, if any, they'd played in these events.

They confirmed that they'd been contacted on 9 December and set up a job for an engineer to visit the property on 14 December. They had then attended and replaced the sensor.

They said this was arranged either by Mr K or someone with the authority to act on his behalf. And they confirmed that person would have known on 9 December that a visit was planned for the 14 December.

It appears most likely then that Mr K – or someone acting on his behalf – set up the manufacturer's visit and asked them to deal with the problem with the boiler.

Mr K seems to suggest that it was RSA's contractors who contacted the manufacturer on 9 December and asked them to attend to carry out repairs.

It's not entirely clear to me though why that would have been in the interests of the contractor (who would be losing a job). And it doesn't really tally with what we're told happened when the contractor first rang the manufacturer – which was that the manufacturer's records showed a visit already booked.

As it happens, whatever fix was achieved on 14 December – whether by the boiler manufacturer or Mr K's locally-recommended engineer - appears not to have worked in the longer term. The manufacturer attended again in January after further problems were experienced and recommended a system flush and the addition of chemicals to guard against sludge in the system.

Without trying to resolve exactly what happened, I'm reasonably sure that an engineer visited in the few days before the scheduled visit from RSA's agents on 15 December and at least temporarily resolved the problem.

I'm confident this happened because if it hadn't, I would have expected Ms G and Mr K to have been in touch with RSA's agents fairly swiftly to ask them to (quickly) re-schedule the visit and to arrange continued alternative accommodation. And they did neither of those things.

So, in summary, RSA attended quickly on 9 December, when initially contacted by Ms G and Mr K. They then arranged for the repairs to be carried out reasonably soon (on 15 December) – and paid for heaters at the house and alternative accommodation in the meantime. And after 15 December, they weren't asked to do anything more by Ms G and Mr K.

It seems to me that RSA have fulfilled their obligations under the insurance contract with Ms G and Mr K. If Ms G and Mr K got the problem resolved before RSA's contractors attended the property on the agreed date, that's not RSA's responsibility or their error. Nor should RSA be expected to pay for those repairs.

It's not disputed that RSA are entitled to charge policyholders for visits made by contractors, at a pre-arranged date and time, if the policyholder isn't at home to allow the contractors to enter the property.

I'm satisfied that RSA's contractors very likely did attend on 15 December, as agreed, and found no-one there to let them in to the house. RSA's agents record show this. And RSA have provided copies of emails exchanged between their agents and contractors beforehand which show the agent insisting that the contractor attend – and the contractor agreeing to do that.

As I say, on balance, I'm satisfied RSA have done what the policy terms say they will do. There was some confusion about the alternative accommodation and RSA's agents didn't provide a good service in that respect. And RSA's agents have admitted other communications might have been better too.

Ms G and Mr K should be properly compensated for the trouble and upset this caused. But RSA have already paid them £85 and waived the fee for their contractor's call out on 15 December. And I'm satisfied that's fair and reasonable compensation in this case.

My final decision

For the reasons set out above, I don't uphold Ms G and Mr K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G and Mr K to accept or reject my decision before 25 August 2023.

Neil Marshall
Ombudsman