

The complaint

Ms M complains Royal and Sun Alliance Insurance Limited (RSA) did not identify a carbon monoxide leak on her boiler after it attended to the home emergency call outs covered on her home insurance policy. She said the leak had caused her health concerns.

RSA are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As RSA have accepted it is accountable for the actions of the intermediary, in my decision, any reference to RSA includes the actions of the intermediary.

There are several parties and representatives of RSA involved throughout the complaint but for the purposes of this complaint I'm only going to refer to RSA.

What happened

Ms M made a number of home emergency call outs when her boiler stopped working. Each time an RSA engineer attended, and her heating was left in working order.

Ms M was unhappy with the service received from RSA and said its engineers didn't do the jobs properly. She said she called in her own engineer who identified a carbon monoxide leak which she said has caused her exhaustion and breathlessness. She said this should have been found by the RSA engineers who attended to her home emergency call outs.

RSA did not agree it had been negligent. It said its engineers had done all they could on the emergency call out appointments.

As Ms M was not happy with RSA, she brought the complaint to our service.

Our investigator did not uphold her complaint. They looked into the case and said there was insufficient evidence to safely say that RSA's action – or inaction – was the cause of any carbon monoxide leak or its effects. They said there was no evidence to say there was a carbon monoxide leak that RSA's engineers missed and therefore they could not conclude Ms M's health concerns were related to any error on the part of RSA.

As Ms M is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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 looked at the terms of Ms M's home insurance policy. I saw she had added home emergency cover as an additional extra.

I looked at the terms of the policy to see what this included and on page seven of the terms and conditions booklet it says;

"Home emergency cover

In a home emergency situation, such as a burst pipe or breakdown of your boiler, we'll give you immediate advice and assistance."

I saw Ms M made a number of emergency call outs when her boiler was not working, and RSA sent an engineer each time.

I looked at the records of the call outs. The issues found included low pressure and issues with the thermostat. It was noted that the boiler was in a poor condition and needed replacing. Ms M was made aware of this at the first emergency call out. I saw that at each of these appointments the boiler was working when the engineer left.

I saw that Ms M obtained an assessment of her boiler by her own engineer. Ms M said during this assessment a cupboard around the boiler was removed to allow access inside the casing of the boiler and it was deemed there was a carbon monoxide leak. She said if RSA's engineers had removed the casing to the boiler when it came out to attend her emergency call outs it would have found the leak.

I have considered if RSA should have removed the cupboard and boiler casing when it attended the emergency call outs made by Ms M. The purpose of an emergency call out is to deal with the emergency. As it was able to get the boiler working each time without removing the case to the boiler there would be no reason for it to do this on an emergency call out appointment.

There was no evidence from the reports completed by the engineers that Ms M's boiler was found to be unsafe or that a carbon monoxide leak was identified. The cover provided under the terms of the policy does not include gas safety checks, servicing, or detailed diagnostic assessments. I would not expect RSA's engineers to do anything further to the boiler during the emergency call outs than it did.

There is no evidence to show the work completed was not carried out properly or that a leak was caused by RSA's engineers. And no evidence has been provided that shows when a carbon monoxide leak started.

I therefore do not think RSA were negligent whilst dealing with Ms M's boiler and I cannot hold it responsible for Ms M's health concerns. I think it did all it could on the emergency call out appointments. It attended all the emergency call outs and left her boiler in working order each time. And it made her aware the boiler was in poor condition and would need replacing from its first attendance to her emergencies.

Therefore, I do not uphold Ms M's complaint and do not require RSA to do anything further in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 27 October 2023.

Sally-Ann Harding
Ombudsman