

## **The complaint**

Mrs N complains about Royal and Sun Alliance Insurance Limited (RSA) poor level of workmanship and the distress this caused, following a claim under her home emergency policy.

## **What happened**

Mrs N's boiler developed a fault and she contacted RSA to make a claim. It sent the first engineer, who spent around five hours at her home, didn't fix the boiler and told Mrs N that she would need to replace the boiler. Mrs N contacted RSA to find out why and it sent another engineer the next day.

The second engineer attended and told Mrs N that the previous engineer misdiagnosed the issue with the boiler and left the electrics in an unsafe manner. He changed a part and the boiler was fixed.

Mrs N complained to RSA given the poor workmanship of the first engineer as he had left her home in an unsafe manner. She also wanted to know what the first engineer had been doing at her home for so long. It should be noted that Mrs N has also made a complaint about the theft of jewellery, which does not form part of this complaint and is being dealt with, by our service, separately to this complaint.

In its final response, RSA accepted that the first engineer had attended Mrs N's property for around five hours. That the second engineer attended a day later and found that the boiler just needed a replacement part, which fixed the boiler. It also accepted that the first engineer had left the electrics at Mrs N's property in an unsafe and unprofessional manner. And that the work carried out by him, wasn't up to the standard it would've liked. For this, it offered compensation of £50, for the distress and inconvenience caused.

Mrs N was given her referral rights and referred a complaint to our service. One of our investigators, considered the complaint and thought it should be upheld. His view was that that level of work carried out by the first engineer was unprofessional and poor. That had largely been carried out over a long period of time and was largely unnecessary. That it put Mrs N in a dangerous situation, that could've caused serious physical harm. And on this basis, he recommended that RSA pay Mrs N a further £200 compensation (a total of £250).

Ultimately RSA accepted the view, Mrs N did not. She felt that she hadn't had an adequate response to her question of what the first engineer was doing in her home for such a long period of time. She felt that that engineer's only motive was to steal from her, and she wanted to know what the unnecessary work was that the engineer did in her home. So, she asked for a 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.

Having done so, I will uphold this complaint. And I hope my findings go some way in explaining why I've reached this decision.

I think it would be helpful to outline what is agreed by both parties.

- The first engineer was in Mrs N's property for around five hours and left advising her that she would require a new boiler.
- The second engineer attended the next day, fixed the boiler by replacing a part.
- Mrs N was told that the first engineer had misdiagnosed the issue with the boiler and had left her home in an unsafe and unprofessional manner. The work carried out by him was of a poor standard.

It should also be noted that RSA has agreed to our investigator's recommendation of a total of £250 compensation to be paid to Mrs N, for the trouble and upset caused. Based on the poor workmanship and that due to this her electrics were unsafe in her home.

Mrs N has asked for an explanation as to what the first engineer was doing in her home for the five hours that he was there. So, I've asked RSA for an explanation of this. RSA has also provided with the engineer notes which I have considered.

Having reviewed the engineer notes, there is very limited information about what the first engineer did while he was at Mrs N's home. What is mentioned is that the first engineer thought that various parts were needed to be changed on the boiler. It's later mentioned that the second engineer thought that only one part was required. That part was changed, and the boiler was repaired.

RSA said the only conclusion that it can draw is that the first engineer was there for so long because he was doing work, he believed was necessary, albeit the wrong work was being carried out. So, there is no further information that RSA has provided and from the evidence before me, there is no further information about what the first engineer was doing. I appreciate this isn't what Mrs N would want to hear. But there is no further information. But I do think that RSA has provided as much information that it had.

RSA has accepted that the standard of service and the repairs conducted by the first engineer was poor. From the evidence, the first engineer did leave Mrs N's home in a dangerous condition, with the electrics being exposed. In addition, RSA are not able to provide information about what the first engineer had been doing for such a long period of time.

Based on this, I think it's fair and reasonable for RSA to increase their offer of compensation for the distress and upset caused to Mrs N. I think compensation of a total of £250 (a further £200) would reflect the failings. Which I think will account for the anxiety and stress that Mrs N described being under, during the first engineer's visit and after this.

### **Putting things right**

I think it's fair that Royal and Sun Alliance Insurance Limited put matters right, as I direct below.

## **My final decision**

For the reasons given, I uphold Mrs N's complaint.

To put matters right, Royal and Sun Alliance Insurance Limited to:

Pay Mrs N £250 compensation for the trouble and upset caused.

Royal and Sun Alliance Insurance Limited must pay the amount within 28 days of the date on which we tell it Mrs N accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

If Royal and Sun Alliance Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs N how much it's taken off. It should also give Mrs N a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N to accept or reject my decision before 26 May 2022.

Ayisha Savage  
**Ombudsman**