

The complaint

Mr B complains about the poor repairs and delays he experienced, following claims under his home emergency policy with AWP P&C SA (Allianz).

What happened

Mr B's had made two claims to Allianz, one regarding his oil fuelled boiler and the other regarding a leak and the resulting electrical issues that happened in his home.

Mr B's boiler stopped working, causing no heating or hot water. He made a claim with Allianz who sent an engineer. The engineer diagnosed that there was a fault with the pump. During the repair, Mr B said that the engineer broke a tiger loop and spilt oil and didn't have any cloths to clean up the oil spillage.

The engineer advised Mr B to buy some more oil as it wasn't getting to the boiler. Mr B purchased the oil and the next day, the engineer returned to install a new pump and tiger loop. The boiler worked again but the repair wasn't stable, and it stopped after two days.

The engineer attended again and advised that the oil was getting to the boiler, but it needed a new burner at a cost of £600, so to contact the boiler manufacturer (BM). A few days later, while Mr B was waiting for the BM to attend, he noticed that the original engineer had left the oil tank open exposing it to rain. And had left his ladder next to the oil tank.

Mr B said the BM attended and questioned the competency of the previous engineer. Due to his carelessness in breaking the tiger loop and replacing it with a metal and not a glass tiger loop. The BM also said that the issue with the boiler was likely to be an air lock and not the burner as Mr B had previously been advised. So, Mr B was still without heating and hot water and he contacted Allianz to raise a complaint but didn't get a response.

Mr B was left without these utilities for around one month, except for two days when the boiler worked. Mr B said that he had to use a kettle to boil water and had to buy a new tank at a cost of £930, a base for £800 and fuel at a cost of £225.49. Mr B sought compensation and reimbursement for the oil that he purchased which ultimately wasn't needed.

Mr B's second claim related to a leak that happened in his bathroom and leaked through to the ceiling below. This in turn caused damage to some electrical fittings. Mr B turned off the water and the electricity and contacted Allianz to make a claim, explaining that he had a young family with medical issues and that the call out would be prioritized as he was without heating, water and electricity.

Allianz delayed in sending out an engineer to deal with the emergency, for around 72 hours. Mr B (while waiting for the engineer) got his builder to isolate the leak, so that he was able to turn the water and electricity back on. Despite this, he was without those utilities for a total of about two days. Mr B complained to Allianz about this, but has received no response to this complaint.

Mr B was unhappy with Allianz lack of response and so referred a complaint to this service.

One of our investigators considered the complaint and upheld it. She had requested further evidence and information from Allianz, especially as its final response to Mr B said it was still investigating his complaint. Allianz did make an offer of £150, as it accepted that there were unacceptable delays. Mr B rejected this offer as he felt that it didn't adequately reflect the impact the delays had on his family.

Following several requests, our investigator received no response from Allianz.

Consequently, she recommended that Allianz pay £400 compensation for the trouble and upset caused and refund Mr B the cost of the oil that wasn't ultimately required.

Mr B accepted our investigator's recommendations. But as Allianz has failed to respond, it has been referred to an ombudsman for a 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.

Having done so I agree with the conclusions reached by our investigator for the following reasons:

- Allianz was asked to provide its response to our investigator's view and any further evidence, but no response has been received. Mr B has provided a consistent account of the events that happened. In this case, despite the lack of response from Allianz, I find I can make a decision on this complaint and I think it fair that Mr B has a resolution to the issues he raised, despite the lack of engagement from Allianz.
- I think that Allianz provided no reasons for the delays Mr B encountered during both claims. Mr B describes how the interruptions of these basic utilities were uncomfortable and unhealthy for his family. Especially as Allianz were aware of Mr B's family's medical issues and accepted that the delays were unacceptable. I'm satisfied that this would've been quite a stressful time for Mr B.
- Allianz hasn't responded to our information requests, so I have nothing to dispute Mr B's version of events fully. Nor can I properly review the reasoning behind Allianz's delays and poor workmanship. However, based on Mr B's consistent account, I find it reasonable to accept that there were several delays and that the engineer it sent didn't act professionally, by failing to carry out an adequate repair, exposing the oil tank to possible rainfall, leaving his ladder on site and not being properly equipped to deal with the oil spillage. Consequently, as the only evidence that has been presented comes from Mr B, I think it's fair that Mr B has a resolution to this complaint.

Putting things right

To put matters right, Allianz should reimburse Mr B for the oil (on receipt of the invoice). Pay £400 compensation for the distress and inconvenience caused.

My final decision

My final decision is that I uphold Mr B's complaint.

To put matters right, AWP P&C SA to reimburse Mr B the cost of the oil, on receipt of an invoice from Mr B.

AWP P&C SA to pay £400 compensation for the distress and inconvenience caused.

AWP P&C SA should also pay interest on the amounts above, at a rate of 8% simple a year from the date of payment, to settlement.

If HM Revenue & Customs requires AWP P&C SA to deduct tax from the interest payment referred above, AWP P&C SA must give Mr B a certificate showing how much tax they deduct if he asks them for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 16 June 2021.

Ayisha Savage
Ombudsman