

The complaint

Ms L's complained about the way Allianz Global Assistance ("Allianz") dealt with a claim under her home emergency insurance policy.

What happened

In early 2021, Ms L's boiler stopped working. So she contacted Allianz to arrange for repairs under the cover provided by her home emergency insurance.

Ms L said that, although the contact number for Allianz was supposed to be a 24 hour number, no-one was answering calls until 8am. When she was able to speak to someone, they told her that she'd be contacted within 60-90 minutes. But she had to chase several hours later.

An engineer attended in the afternoon. He inspected parts of the system – although Ms L and her husband felt his inspection was inadequate. During discussions with the engineer, Ms L's husband managed to re-start the boiler. The engineer said it should be left running, that he would get quotes for spare parts and Ms L should expect to hear from Allianz a day or two later.

When Ms L didn't hear anything for a week, she contacted Allianz to find out what was happening. She says Allianz told her the boiler was beyond economic repair and that her policy didn't cover the investigation of intermittent faults.

Ms L wasn't satisfied with Allianz's response. She made a complaint to them, challenging their view that the boiler was beyond economic repair when the engineer had told her he'd need to get a quote for parts. And she asked for a second engineer to attend because she and her husband didn't believe the one who'd come to their home had properly inspected the boiler.

Allianz acknowledged Ms L's complaint. And they sent her a second email confirming they were still investigating it. But they never sent her a final response. So Ms L brought her complaint to us.

Our investigator contacted Allianz to get an accessible copy of their business file. Despite her chasing, Allianz have never provided that. So the investigator came to her view on the basis of the information provided by Ms L.

The investigator thought the breakdown was covered by the policy and so Allianz should have repaired the boiler. So she said Allianz should reimburse Ms L what she'd paid another engineer to repair it. And she was satisfied the way Allianz had handled the issue had caused Ms L and her husband additional distress and inconvenience, for which she thought they should be compensated £200.

Ms L accepted the investigator's view. Allianz didn't respond. So I've been asked to make 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 that, I'm upholding Ms L's complaint. I'll explain why.

Because Allianz hasn't responded to any contact from the investigator, like her, I've had to base my decision on the information provided by Ms L.

I've looked at the policy extracts Ms L's sent us. The terms and conditions state that Allianz will pay up to £1,000 for each emergency. And the terms state that:

"Complete failure or breakdown of either the heating and/or hot-water supply provided by the primary heating system."

is covered. Ms L told us the boiler wasn't working, leaving her home without heating. I think that event's covered.

The policy contained a number of exclusions, which I've read. The only one which may have been relevant was a clause which excludes the cost of repairing a boiler which is beyond economical repair. Ms L had mentioned in correspondence that Allianz had suggested this was the case in an email. So I asked our investigator to obtain a copy for me to review.

I've now seen that email. It reads:

"I have been advised by [contractor] that they are not deeming the boiler beyond economical repair. As discussed unfortunately intermittent issues are not covered by the Home Emergency policy."

So I'm satisfied that exclusion of repairing a boiler beyond economical repair doesn't apply. And the policy documents I've seen don't refer to intermittent issues. So I don't think it's fair to exclude them from cover. That means Allianz should have paid for repairs to Ms L's boiler, up to the policy limit of £1,000.

Putting things right

Because Allianz wouldn't arrange for repairs to the boiler, Ms L had to pay for them herself. She's supplied a copy of the invoice, showing that cost her £292.15. That's within the policy limit of £1,000. So I think it's fair Allianz reimburse her for that amount in full.

And I agree with our investigator that Allianz's failure to deal with the claim caused Ms L unnecessary further distress and inconvenience, for which she should be compensated. Like our investigator, I think £200 is a reasonable sum for Allianz to pay for that.

My final decision

For the reasons I've explained, I'm upholding Ms L's complaint about Allianz Global Assistance and directing them to pay her:

- £292.15 to reimburse Ms L the cost of getting her boiler repaired; and
- £200 compensation for the distress and inconvenience their failure to deal with the repairs caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 18 May 2022.

Helen Stacey
Ombudsman