

## The complaint

Mr B has complained about the way Alwyn Insurance Company Limited (Alwyn) handled a repair, following a claim he made under his home emergency insurance policy with them.

## What happened

Mr B made a claim under his home emergency policy following what he said was an escape of water from his boiler, in January 2023.

An engineer attended and parts were ordered, with a follow-up visit needed. Mr B says that during this second visit the engineer caused irreparable damage to the boiler. Alwyn let Mr B know that the boiler was deemed beyond economical repair (BER) on 2 February 2023.

Alwyn say that the boiler was BER as parts were required that were obsolete. They said that they did what was required under the policy, as Mr B only had cover for repairs up until a boiler was deemed BER. They did however, offer Mr B £170 for their engineer's visits being outside of their service level agreements.

Mr B arranged for his own engineer to look at the boiler and provided a statement following their visit on 3 February 2023. He says this shows that the Alwyn engineer caused the boiler to be irreparable and asked Alwyn to cover some of the cost of a new boiler. They refused and so Mr B brought his complaint to our service for an independent review.

An investigator reviewed it and thought on a balance of probabilities, the Alwyn engineer was at fault. He recommended they pay 50% of the cost of the new boiler and top up the payment for distress and inconvenience caused to £250.

As Alwyn didn't agree, the case has been passed to me 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 outcome reached by the investigator. I'll explain why.

Mr B had home emergency insurance through Alwyn. This provided him with cover for emergency repairs to his boiler. I can see from the engineer notes that a first visit was carried out due to a water leak from the boiler and new parts ordered and a second visit was needed to finish the repair.

However, the notes following the second visit state that repair wasn't possible and that the boiler was "non-operational". It was after this that Alwyn contacted Mr B to let him know that they deemed the boiler BER.

Mr B has complained that the boiler was working prior to the engineer's visit with only a water leak identified. He has also provided notes from an independent engineer that subsequently visited which says, *"the access door to the control panel was detached and the*

*hinges snapped off. This could not be repaired. Internally the hydroblock was physically damaged. The plastic surround to the connector had been snapped off making connection impossible and rendering the boiler inoperable- I was asked to retrieve the broken off part but could not find it. The damage was probably caused by mishandling”.*

Alwyn have said that the boiler was defective and repair had to be attempted to ensure no further damage from the leak. They have said that the work carried out by the engineer didn't cause the boiler to fail. However, whilst I can't be sure, based on a balance of probabilities, I think it was more likely than not that it was irreparable due to the actions of the engineer. I say this based on the comments of the third-party engineer which suggests that repair was possible. And also because the engineer was attempting repair and I haven't seen enough to conclude it wasn't possible prior to their actions.

Mr B has also complained about the decision to deem the boiler BER. However, I think Alwyn acted reasonably here. They have evidenced that the parts were not available other than at great cost. Also considering the boiler was over 12 years old, I think this decision was fair.

Considering the age of the boiler, I think Alwyn should only partially contribute towards the cost of the new boiler. I think 50% is fair in the circumstances. I also think they should increase their offer of compensation for the distress and inconvenience caused, to £250. As well as taking into the account the time Mr B was without heating and hot water due to service level agreements not being met, this also compensates him for having to buy a new boiler and the loss of use of half of those funds for the time this complaint has been going on.

In summary, on a balance of probabilities I think it was more likely to be the actions of the engineer that caused the boiler to be inoperable and deemed BER. I think Alwyn should therefore contribute to the cost of a new boiler and increase their offer of compensation for the distress and inconvenience caused.

### **Putting things right**

To put things right for Mr B, Alwyn should:

- Pay Mr B 50% of the cost of his new boiler (including labour and VAT, quoted as approximately £1,780) upon presentation of proof of payment. Such as an invoice.
- Increase the total payment for the distress and inconvenience caused to Mr B, to £250. This is less any payments for this already made.

### **My final decision**

My final decision, is that I uphold this complaint and Alwyn Insurance Company Limited should put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 16 October 2024.

Yoni Smith  
**Ombudsman**