

The complaint

Mr H has complained about how Accredited Insurance (Europe) Ltd ('Accredited') dealt with a claim under a home emergency policy.

What happened

Mr H contacted Accredited to deal with a leak from a pipe. Accredited sent a plumber, who visited the following day. The plumber said a gas engineer was needed because the issue was with the boiler. A gas engineer then visited and found an issue with the pressure release valve. The engineer replaced it and recharged the expansion vessel.

Mr H contacted Accredited again because he said the pipe was continuing to leak. A few days later, another engineer visited, who found a blockage in the system. The engineer left without carrying out any further work.

Mr H complained about how Accredited had dealt with the claim and that no further work was carried out. He said the engineer had visited, didn't want to do the work and said he had other jobs to do that day. Mr H thought it was unfair that not even a temporary repair was carried out. He said Accredited was also now refusing to do any further work because the second gas engineer's visit had used up the claim limit, despite him not doing any work.

When Accredited replied to the complaint, it said the contractor had confirmed the work required on the boiler, a power flush, was outside of its scope. So, the engineer wasn't able to do the work required. It wasn't to do with the number of jobs the engineer had to complete that day. It also acknowledged it had later misadvised Mr H that he could arrange his own contractor and submit an invoice. This was incorrect because all of the policy limit had been used. It said it had initially completed a temporary repair. However, Mr H was responsible for arranging any further repairs.

So, Mr H complained to this Service. Our Investigator didn't uphold the complaint. He said the first gas engineer seemed to carry out a temporary fix by replacing the pressure relief valve. Although Mr H had said the second gas engineer hadn't carried out a thorough investigation of the issue, there wasn't evidence to show what he found was wrong. He also thought it was reasonable for the engineer to conclude that a power flush was needed. Power flushes weren't covered by the policy. So, he thought it was fair the leak wasn't fixed.

Mr H disagreed. He said a temporary repair hadn't been carried out. The leak didn't stop following the first engineer's visit. He also said the second gas engineer had left without doing any work. So, the complaint was referred to me.

I issued my provisional decision on 30 October 2024. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

When Mr H first contacted Accredited, it sent a plumber to deal with the leak. I've listened to the phone call when Mr H made the claim. Mr H said a copper pipe was dripping down an external wall. He thought it might be a plumbing or drainage issue. Accredited sent a plumber to deal with it. However, the plumber said a gas engineer was needed because the

pipe was from the boiler. But, based on what Mr H described, I think it was reasonable that Accredited sent a plumber. I also think it was fair for the cost of the plumber's visit to be included in the cost of the claim.

A gas engineer then visited. He found the pressure release valve was leaking, which he replaced, and recharged the boiler's expansion vessel. So, from what I've seen, the gas engineer carried out a repair to the boiler. Mr H said the engineer told him the pipe might continue to drip for a few days, but would then stop. However, Mr H said the drip continued, which was why he contacted Accredited to send another engineer.

When the second gas engineer visited, Mr H has said he was only there for a few minutes. He said the engineer told him it was too big a job to deal with and that he had other jobs to do that day. The engineer then left. I've read the engineer's report, which said:

*"Arrived at site found prv leaking
Checked expansion vessel 1.5 bar all ok
Pipe blocked from vessel to prv
Checked water quality very poor causing blockages and restrictions"*

The report also said the visit was at 10.20am and was completed at 10.37am. I don't know if the engineer was in the property all that time, but this suggests it was a fairly short visit. However, based on what I've seen, I think the engineer did carry out an assessment of the boiler and leak, even if it didn't take very long.

I also listened to Mr H's phone call to Accredited the same day about the engineer's visit. Mr H said the engineer told him he would need to come back because of the work required and he had eight other jobs he needed to do that day.

A few days later, Mr H raised a complaint because, following further discussion, Accredited had told him no further work could be carried out under the policy because the £300 claim limit had been reached. When Accredited contacted the contractor to find out about the second gas engineer's visit, the contractor said:

"On the 25th the engineer found that there were blockages in the system causing the pressure in the vessel to build which would open the PRV causing it to leak again.

I'm a bit confused as to why the engineer would say he didn't have time to look into it there and then, he had 2 jobs after this one on his list not 8 and also the work is not something we would do, a power flush would be needed to remove the debris causing the blockage so would never have been something the engineer would try and get out of on the day as we simply don't do power flushes."

Given I have two different accounts of what happened, I think it's difficult for me to know exactly what was discussed during the second gas engineer's visit. However, I note I haven't seen evidence that during the visit Mr H was told the system needed a power flush or that this wasn't covered by the policy. It didn't say this on the engineer's report and Mr H didn't mention this during his phone call to Accredited. On balance, I think Mr H was likely left with the impression that an engineer would return at another point to carry out further work.

After the second engineer's visit, Accredited also told Mr H he could arrange his own engineer and provide the invoice and it would look to reimburse him. A few days later, Accredited phoned Mr H to say that advice was incorrect. This was because the previous visits had already used up the £300 claim limit. This misunderstanding seemed to happen because Accredited's records weren't fully up to date, at least in part, because some of Mr H's conversations had been with the out of hours service. However, regardless of the

reason, Mr H was told there was further cover available under the policy and was then told there wasn't.

Based on what I've currently seen, it's also my understanding that the first time Mr H was told the system required a power flush was when Accredited replied to the complaint. This was over a month after the second gas engineer's visit. So, I think there was poor communication by Accredited at various points during the claim and this was likely to have added to Mr H's sense that the claim wasn't being dealt with fairly.

Mr H has also said Accredited should have done more to deal with his claim. He has said Accredited didn't carry out a temporary repair, which the policy said it would. So, I've thought about this.

Although the first gas engineer carried out a repair, Mr H has said the pipe didn't stop dripping. It's my understanding that the dripping was an indicator of an issue with the boiler. The engineer tried to fix the boiler by replacing a part. If that had been successful, the dripping would have stopped. However, the repair didn't work because there was a much bigger issue with the boiler. There were blockages in the system. I'm not clear what further temporary repair could have been carried out. The next step seemed to be that the system required a powerflush. But that wasn't a temporary repair and it wasn't covered by the policy. So, I think Accredited did what it could under the policy to try and stop the leak.

I'm aware Mr H thinks he might also have lost out because of the brief visit by the second gas engineer, the cost of which was deducted from his claim limit. However, it's my understanding that, even before that visit, the cost of the plumber and first engineer's visit had already used up £276 of the £300 limit. So, there was only £24 of the claim amount left. But Accredited sent an engineer anyway and didn't charge Mr H for the cost of the visit over the £300 limit. But, regardless of that, I still don't think Accredited needed to do anything further to deal with the leak. The system required a power flush and that wasn't covered by the policy.

I've also thought about the overall handling of Mr H's claim. As I've already explained, I think Accredited's communication was poor at times. I think this, understandably, led Mr H to think he wasn't getting the service he should have under the policy and that he had lost out as a result. So, I currently intend to say Accredited should pay Mr H £150 compensation to reflect the impact on him of its poor service.

I asked both parties to send me any more information or evidence they wanted me to look at by 13 November 2024.

Accredited replied and said it accepted my decision. Mr H replied and, in summary, said:

- Because of the negligence of Accredited, he had paid £2,305 to buy a new boiler, which was due to be installed tomorrow.
- Accredited didn't carry out a temporary fix because its engineer didn't want to do the work.
- £150 was much less than the cost of the new boiler. He asked me to look into this again.

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 uphold this complaint and for the reasons given in my provisional decision. As part of that I've considered Mr H's comments, but these don't change my view about what is a reasonable outcome to this complaint.

Mr H has provided evidence that his boiler is due to be replaced tomorrow. This is several months after the events complained about. What Mr H complained about was that Accredited didn't carry out a temporary repair on his boiler. I explained in my provisional decision that it wasn't clear to me what further temporary repair could be carried out. The system seemed to need a powerflush, which wasn't a temporary repair and wasn't covered by the policy.

Although Mr H has provided details of his planned boiler replacement, this doesn't show me that Accredited could have carried out a temporary repair on the boiler. I haven't seen anything that persuades me Accredited is responsible for the cost of Mr H deciding to replace his boiler.

The £150 compensation is to reflect the issues I identified in my provisional decision. This included that Accredited told Mr H it would pay for him to arrange his own plumber and then told him it wouldn't pay for this. Accredited also didn't seem to tell Mr H about the need for a powerflush until it responded to the complaint. I remain of the view that £150 compensation is fair.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I currently intend to require Accredited Insurance (Europe) Ltd to pay Mr H £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 12 December 2024.

Louise O'Sullivan
Ombudsman