

The complaint

Mrs C complains about Accredited Insurance (Europe) Limited ('AIEL')'s handling of a claim on her home emergency insurance.

Mrs C's policy was sold and is administered by a third party company on AIEL's behalf and all her correspondence has been with this company. However, AIEL is the policy underwriter so her complaint is against AIEL. Any reference to AIEL in my decision includes the administrator.

What happened

Mrs C had an AIEL home insurance policy that included home emergency cover. In October 2024, she called AIEL to report a problem with her boiler. She says, in summary:

- She smelt gas in her home so called her gas company.
- An engineer attended and switched off her boiler. He said it hadn't been installed correctly. This left her without heating or hot water.
- She didn't intend to make a claim for her boiler because she understood its age/service history meant it wasn't covered by her policy.
- However, she wanted to know if she could claim the alternative heating allowance under the policy so she called AIEL.
- AIEL's agent told her she couldn't answer her question about the heating allowance unless she made a claim, so she felt pressured into making one.
- The claim was declined on the basis the boiler hadn't been serviced within the last 15 months.
- She believed AIEL should pay her the £100 heating allowance and complained to AIEL about this.

AIEL didn't uphold the complaint. It told her its agent correctly declined the claim because she her boiler hadn't been serviced in the last 15 months. It said: "*Where there was no accepted claim then no heating allowance can be offered as a stand-alone cover to you.*"

Mrs C didn't accept this and brought her complaint to this service. She told us was "*very distressed*" by the agent's response, and "*found such treatment unfair, pressing, upsetting, inappropriate to the matter I approached [AIEL] for.*" She wants AIEL to delete any record of a claim being made because her policy only allows her to make two claims per year.

Our investigator didn't recommend that the complaint should be upheld. He found that AIEL's agent had explained that Mrs C had to make a claim for her boiler before she could claim the alternative heating allowance. He was satisfied that AIEL's decision to decline Mrs C's claim was fair and in line with the policy terms.

Mrs C didn't agree, so the complaint was passed to me to make a final 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.

Page 11 of Mrs C's policy booklet explains the alternative heating contribution. This says:

"If we have accepted a boiler claim and it is not possible to get your heating working six hours after your claim was accepted, or after our contractor has left your home, we will contribute up to £100 (including VAT) towards the cost of buying or hiring alternative heating sources if we consider this necessary given the temperatures in your home."

The first line of that paragraph is key. It says the heating contribution is only available if AIEL has accepted a boiler claim. So Mrs C would have to make a claim for emergency repairs to her boiler and that claim would have to be accepted by AIEL before she was entitled to the £100 heating contribution.

Mrs C says, in summary:

- When she called AIEL, she didn't know how long she'd be without her boiler and wanted to understand her options.
- She wanted to make an "unofficial enquiry" but AIEL's agent "didn't want to answer my questions placing me in a position to make the claim."
- The agent "interrogated" her "in a very sharp way".
- Her policy gives her two options: a boiler repair or replacement, or the alternative heating option. She wanted clarification about the alternative heating contribution so she could "be clear what to do."

Mrs C's interpretation of the policy isn't right. The heating contribution is part of the boiler cover. It allows for occasions when AIEL's engineer can't repair the boiler immediately and the policyholder needs alternative temporary heating. Page 4 of the booklet says: *"If we can't get your boiler back up and running, we'll give you money towards other heating sources."* But, as I've said above, the policy is clear that a claim for boiler repairs must succeed first. If there isn't a successful claim for boiler repairs – as in this case – the heating contribution isn't available to the policyholder.

I've listened to Mrs C's call to AIEL on 9 October. Mrs C said she wasn't "making any claims" but was "informing you during the 48 hours that my boiler is not working." She continued: "So I'm thinking about the cover for heating. Your document promised that you can pay me up to £100 if I do need to buy some additional heating equipment." She said she didn't yet know what was happening with her boiler and was waiting for someone to call her back about this.

The agent replied: "Yes ma'am that's fine but you do have to make a claim with home emergency if you want to get reimbursement for the heaters, so you have to make a claim first for that." The agent also said: "With home emergency you have to make a claim first. Before you want [sic] any reimbursement a claim has to be made. You can't get reimbursement without a claim." Mrs C agreed to make a claim and the agent began the claims process.

At the end of the claim process – about 18 minutes into the call – the agent told Mrs C her claim would be declined for two reasons: the boiler hadn't been serviced in the last 15 months, and it had been installed incorrectly.

Mrs C appears to accept that she couldn't claim for the boiler repairs but didn't understand why she couldn't claim the heating contribution. The agent explained: "*So with the heating allowance, that would only be reimbursed if your claim was covered. Unfortunately because it's not covered we're not able to reimburse you for the heating allowance because you're not covered for that.*" Mrs C then said she wanted to make a complaint and the agent transferred her to the customer service team.

I think the agent spoke quite quickly at times, and Mrs C had to ask her to repeat some of her questions. I think the agent might have taken a little more time to go through these. However, in my opinion she was efficient and polite. I don't agree with Mrs C that the agent was rude or sharp. I'm satisfied that she explained why Mrs C had to make a claim for the boiler first, and that Mrs C agreed to do this.

I'm satisfied that AIEL's decision to decline the claim was fair and in line with policy terms. I'm also satisfied that AIEL's agent explained these terms clearly. I don't think she was rude or sharp or pressured Mrs C into making the claim. It follows that I don't uphold the complaint.

Finally, I think it's worth saying that I don't think this claim should affect Mrs C's cover. Page 10 of the policy booklet says the policy "*provides two callouts a year.*" I don't think Mrs C's claim can reasonably be considered a callout because an engineer was never appointed. So I don't think Mrs C has lost anything by making the claim and having it declined.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 22 April 2025.

Simon Begley
Ombudsman