

The complaint

Mr M complains about the decision by Acromas Insurance Company Limited to turn down his contents insurance claim.

What happened

Mr M holds contents insurance cover with Acromas. He made an accidental damage claim after his cooker was damaged. Acromas turned down the claim as it thought the cause of damage had been a mechanical fault, which is excluded under the policy.

After Mr M complained to Acromas, it issued a final response to his complaint on 13 February 2025. It maintained its position that the claim wasn't covered. Though it paid Mr M £50 compensation for an issue he'd experienced when making a complaint.

Unhappy with Acromas' response, Mr M brought a complaint to this service.

Ultimately, our investigator recommended Mr M's complaint be upheld. She thought Acromas hadn't shown that the mechanical fault exclusion applied to the claim. As Mr M had purchased a new cooker, she recommended that Acromas reimburse him for this, plus interest.

Acromas didn't accept our investigator's recommendation, and so the matter 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.

Mr M hasn't complained about the service he received from Acromas that led to its compensation payment of £50. I've therefore only considered Acromas' decision to turn down his claim.

The policy says:

'We cover the following

Accidental loss of or accidental damage to your contents.'

The policy defines 'accidental loss' as:

'Unexpected and unintended physical loss'

And 'accidental damage' as:

'Unexpected and unintended damage caused by sudden means'

Under the section 'We do not cover the following', it says:

'Loss or damage caused by or arising from:

...

- *mechanical or electrical breakdown or failure'*

In relying on the mechanical breakdown exclusion to turn down the claim, the onus is on Acromas to show that it applies.

Mr M has explained that he was using the cooker, and the knob controlling the cooker broke off in his hand when he tried to turn it off. This meant he couldn't turn off the gas. He's explained that as he lives in a council owned property, he contacted the council, and they sent an engineer to make sure there were no gas safety issues.

I've read the engineer's report. This says the cooker was constantly on, and the flame wouldn't go out. They said *'Disconnected cooker due to valve on cooker being stuck on and unable to turn off. Told customer would require new cooker as valve broken and unable to fix.'* The engineer also included a picture which showed one of the knobs that controlled the cooker had broken off.

Acromas says that cooker knobs are designed to move with reasonable usage and not break. And so, because of this, it thinks the damage is mechanical failure.

It seems to me that mechanical failure would be where there's an issue with the cooker itself, in other words where a part has stopped working due to a breakdown in one or more of its components.

It's difficult to know what caused the cooker to break, particularly as the engineer that attended didn't assess the cooker to establish a cause of damage. They attended to ensure there wasn't a gas safety issue. I see that Acromas contacted the engineer to ask them for more information, but the engineer was on annual leave. No further attempt was made by Acromas to speak to the engineer, and it didn't arrange for its own engineer to carry out an inspection.

It's not clear if the valve was already broken and Mr M just broke off the knob by trying to turn it off, or if it was Mr M's actions in turning the knob too hard that caused the damage to the valve. It seems either could have happened, and we can't find out for certain as Mr M has understandably now disposed of the broken cooker.

Given that Acromas couldn't be sure if there was a mechanical fault or if Mr M had accidentally damaged the cooker when turning the knob, I would have expected it to have arranged for its own inspection. As it didn't do so, I don't think it has done enough to show that the exclusion applies here.

So, in these particular circumstances, I think a fair and reasonable outcome would be for Acromas to accept the claim.

The policy says that when a claim is made, it will either repair, provide replacement goods and/or issue vouchers to the same replacement value from a supplier approved by Acromas, or pay cash for the claim.

The engineer confirmed the cooker would need to be replaced. Although Mr M bought a new cooker the day before he made the claim (and two days after the damage happened), I think he would have always needed to purchase a new cooker as Acromas turned down the claim immediately.

Mr M has provided details of the new cooker he purchased which cost him £430. I think this was a typical mid-range cooker and a reasonable replacement for his existing cooker. So, I require Acromas to reimburse him in full for this (though it can deduct any excess that applies in line with the policy terms). Interest should be added from a month after the claim was made to the date of settlement, as I think it would have reasonably taken Acromas this length of time to properly assess the claim and make a claims decision.

My final decision

My final decision is that I uphold this complaint. I require Acromas Insurance Company Limited to reimburse Mr M for the cost of his cooker, in line with the policy terms. Interest should be added to this at the rate of 8% simple per annum from a month after the claim was made to the date of settlement*.

* If Acromas considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr M how much it's taken off. It should also give Mr M a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 30 September 2025.

Chantelle Hurn-Ryan
Ombudsman