

The complaint

Mr A complains about how Accredited Insurance (Europe) Ltd (AIEL) handled a claim he made under his home emergency insurance after his boiler developed a fault.

What happened

Mr A held home emergency insurance policy, which is unwritten by AIEL. He purchased this policy online on 19 February 2024 through a company that I'll refer to within this decision as "P".

On 4 December 2024, he said his boiler developed a fault, which was causing it to work intermittently. He said he reported this issue to AIEL via its website the following day. However, he experienced some difficulties in trying to use the online portal to request home emergency assistance due to technical issues with the website. He said he was available to register his claim despite these issues and was provided with a claim reference number.

Mr A stated that, after reporting the fault with his boiler, he received an email stating that he wasn't covered as he hadn't reported his claim within 48 hours. He said, when he contacted AIEL by telephone to dispute this, he was informed that his claim reference number couldn't be found. Mr A stated that this call was protracted. However, his claim was ultimately accepted.

AIEL appointed a company, which I'll refer to here as "S" to assist it in dealing with Mr A's claim. S instructed an engineer to attend Mr A's property to assess the boiler. This visit was due to take place on 7 December 2024. But the visit didn't go ahead as a result of the engineer being unwell. The appointment was therefore deferred to the following day.

On 8 December 2024, S' engineer attended Mr A's home and informed him that there was a blockage present in the pipework from the cold water tank to the boiler and new pipework was required. They stated they were unable to fix the issue and restore heating to Mr A's property. Mr A states the engineer informed him AIEL would contact him to discuss the work required to repair the boiler within the next few days.

Following this visit, Mr A said he received text messages on 9 December 2024 confirming that further work was required to repair his boiler and that S would contact him to arrange a visit. However, after this date, there was no contact about repairing the boiler.

On 17 December 2024, he contacted AIEL to complain about what had happened. He also stated the service he'd received was at odds with what had been stated on the website he purchased his policy from about how assistance would be provided in the event of a home emergency claim.

During Mr A's telephone call with AIEL, it explained that it had received a quote from S on 9 December 2024 confirming the cost of the remedial work. But it said it hadn't actioned that quote in error. It informed Mr A that the cost of work exceeded his policy limit of £300. So, he'd need to fund any amount above that limit. Mr A declined to pay that sum and informed AIEL that he'd had a new boiler installed on 12 and 13 December 2024.

On 25 February 2025, AIEL issued its final response to Mr A's complaint. It apologised that the scheduled engineer appointment on 7 December 2024 hadn't gone ahead. But it explained that, even if that appointment had been kept, the engineer would have been unable to complete repairs during that visit because they'd have had to provide an initial quote for AIEL to approve before work could be authorised. AIEL stated it couldn't comment on what may have been written on P's website because this wasn't a website it owned or had control over. So, it didn't uphold these aspects of Mr A's complaint.

In its final response correspondence, AIEL conceded that S had provided it with a quote for the cost of repairs on 9 December 2024 and that it had erred in not actioning that quote. It also accepted that it should have offered Mr A a heating allowance early in the claim. It upheld these parts of Mr A's complaint. And AIEL clarified that Mr A wouldn't have been entitled to alternative accommodation under the terms of his home emergency policy.

Being dissatisfied with AIEL's response to his complaint, Mr A referred it to our service. Our investigator looked into what had happened and recommended partially upholding this complaint. They were persuaded there'd been aspects of poor service and thought AIEL should compensate Mr A by paying him £100 in recognition of the trouble and upset this had caused him. But they didn't think it needed to take further action to resolve the complaint.

AIEL agreed with our investigator's view of this complaint. But Mr A didn't and requested an ombudsman's review. I've therefore been asked to decide the fairest way of resolving this complaint.

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.

I'm sorry to hear about the difficulties Mr A experienced here. I know he feels very strongly about this matter and I appreciate the reasons he brought his complaint to our service. However, while I sympathise with Mr A, the issue that I must determine is whether AIEL made a mistake, or treated him unfairly, such that it needs to now put things right.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

Within this final decision I'll concentrate my findings on what I think is relevant to decide the complaint, which is reflective of our approach in assessing complaints. This means that I may not comment on every written representation made by Mr A and AIEL, which is because I don't think I need to comment on it to reach what I think is the right outcome.

As there are a number of issues to Mr A's complaint I'll focus on each separately.

Whether the content of P's website is misleading

I understand that this part of Mr A's complaint relates to assurances that are contained on P's website regarding how a home emergency claim will be dealt with. I mentioned in the background to this complaint that Mr A purchased his home emergency policy online via a website that's provided by P. AIEL has no involvement with that website and it's not responsible for the content of it as a result.

I'm not seeking to downplay Mr A's frustrations but if he's unhappy with the content of P's website this is something he'd need to raise with it directly. This is a sales issue. It isn't something our service can address as part of this complaint as here we can only investigate and make findings on what AIEL is responsible for.

I can see that our investigator helpfully signposted Mr A on this issue already. I'd like to reiterate that he'll need to contact P to make a separate complaint if he wishes to pursue this aspect of his complaint further. For the reasons outlined, this decision won't comment on this issue.

Whether the service provided to Mr A on reporting his claim was fair and reasonable

I'm aware that Mr A experienced difficulties in reporting his claim and then discussing it with AIEL as I've set out in the background to this complaint. I can see that resulted in him spending a protracted amount of time in trying to progress his claim which must have been frustrating and inconvenient.

I'm also persuaded that additional inconvenience and frustration would have been caused to Mr A when the engineer didn't attend the scheduled visit on 7 December 2024. I acknowledge this was as a result of sickness, which can be unexpected and not necessarily anticipatable. But it also wasn't Mr A's fault that the visit couldn't proceed and this meant he had to remain at home again when the visit was deferred to the following day. I'm satisfied that would have caused additional inconvenience and frustration.

I'm pleased to see AIEL conceded that the missed engineer visit was an example of poor service. It apologised for what happened within its final response to this complaint. I'm also pleased it was able to reschedule the missed visit for the following day, which demonstrates its efforts to minimise the impact of what happened on Mr A.

Having considered the available evidence, I'm persuaded that if the engineer's visit on 7 December 2024 had taken place, the repair couldn't have been completed during that visit. I say this because the engineer that attended Mr A's property on 8 December 2024 confirmed the nature of the fault and what was required to repair the boiler, reporting:

"Boiler showing FD code, pump running correctly but found that f&e outlet was blocked, cleared what I could. Believe that is blocked further down pipeline, system water very dirty, also could be further blockages in the system. New cold run from f&e to H section required but could require further works. Has hot water from immersion, no heating."

It's clear from the engineer's report that further repairs were required to restore heating to Mr A's property. I'm persuaded by AIEL's argument that in such circumstances, S would have been required to provide a quote setting out the cost of remedial work for AIEL to approve before work to repair the boiler could be authorised. This is typical in home emergency claims. And I'm satisfied that process would have been adhered here to whether the engineer visit occurred on 7 or 8 December 2024.

I've seen evidence, which I accept, that confirms that the repair quotation provided to AIEL by S totalled £494.40. This was calculated based on a call out fee of £134.40, pipe & fittings costs of £158.40 and three hours of labour at a cost of £201.60.

Mr A's policy with AIEL clearly outlines that he purchased a home emergency select policy. This type of policy limits the liability of AIEL to funding of *"up to £300 (including VAT) for each claim for emergency work"*.

As the quotation provided by S totalled £494.40, I'm satisfied it was fair and reasonable for AIEL to inform Mr A that he'd be financially responsible for covering £194.40 of the cost S quoted because the total exceeded his policy limit of £300.

It's clear that there was a delay in AIEL confirming the cost of repairs to Mr A. It accepts it received S' quotation on 9 December 2024. And it acknowledges that it didn't action that quotation until 17 December 2024, which is the date Mr A complained.

AIEL's accepted that it should have contacted Mr A to discuss the work required to repair the boiler and that it didn't do so. That was poor service on its part. It's been unable to explain the cause of the oversight in actioning S' quotation and it's unclear from the available evidence why this happened. I'm satisfied that information about the cost of repair could have been provided to Mr A on 9 December. So, there was an avoidable delay of eight days.

In thinking about the impact of this delay on Mr A, I've considered that when he was informed about the cost of repairs he declined to fund the requested sum. He told AIEL that he didn't want his boiler repaired by S. And he's referred to having decided to replace his boiler at the end of November 2024, which predated him reporting the boiler fault to AIEL. Mr A informed AIEL and our service that his boiler was ultimately replaced on 12 and 13 December 2024.

In the overall circumstances of this complaint, I'm not persuaded that informing Mr A of the repair costs earlier would have changed his decision to replace his boiler given that he'd already reached that decision before he reported the fault to AIEL.

AIEL accepts it should have offered Mr A a heater allowance at the outset of his claim. The policy sets out in clear terms:

"we will also pay a £100 contribution towards the purchase or hire of alternative heating if it is not possible to get your heating working six hours after reporting your claim, or after our contractor has left your home".

That clause in Mr A's policy was met here. AIEL should have offered to pay the contribution Mr A was entitled to under the policy and it was an oversight not to do so. However, I also bear in mind that Mr A already had alternative heating via fan heaters. I appreciate he couldn't heat his home using his boiler. But he was able to use fan heaters to provide heat. In such circumstances, I think the impact of this service error was much less here than it would have been had Mr A not already owned or had access to alternative heating sources.

Mr A has argued that AIEL should pay him £50 per day for the time he was without heating. He states he was without heating for nine days so he's seeking a total payment of £450 here. He's confirmed he hasn't incurred that cost in heating his home with fan heaters. But he hasn't provided evidence to our service of why he believes he's entitled to a payment of £50 per day. In any event, the policy doesn't require AIEL to make such a payment. So, I won't be directing it to pay him that sum.

Mr A contends that AIEL ought to have offered him alternative accommodation. But this isn't included within the policy he purchased as is confirmed by the terms and conditions. This persuades me that AIEL wasn't obliged to offer to accommodate Mr A while his boiler wasn't heating his home. And in not offering alternative accommodation to Mr A, AIEL hasn't erred.

Should AIEL have offered to compensate Mr A to recognise the poor service he received?

I've already identified the aspects of poor service that Mr A experienced. Specifically, these include poor communication about the claim, the engineer's appointment on 7 December

2024 not proceeding, the fact that a heating allowance wasn't offered to Mr A at the outset of his claim and the delay in updating him about the cost of repairs. I've explained already the impact this all had on Mr A and I recognise that this happened during the winter when it would have been cold.

I can see that AIEL has already apologised for the poor service it provided. But I'm not persuaded an apology goes far enough here. Like our investigator, I'm satisfied that an award of compensation would be appropriate to recognise the impact the poor service that Mr A experienced had on him.

Our investigator recommended £100 in compensation here, which AIEL agreed to pay. However, Mr A is seeking a larger award. I've therefore considered what a fair and reasonable resolution to this complaint looks like.

We don't punish businesses by awarding damages or compensation as this isn't our role. When deciding what potential compensation to award our service must take two things into account: financial loss as a result of any business error and non-financial loss, including inconvenience and upset.

Here, Mr A hasn't shared any evidence with our service that demonstrates he suffered financial loss because of what happened. So, I can't consider an award under this head of loss.

Turning now to awards for non-financial loss there isn't a set formula that we use to calculate awards for errors. It's my role to consider what impact AIEL's errors had on Mr A and to decide, within guidelines set by our service, what an appropriate amount of compensation might be.

Having thought about the impact of the poor service Mr A received here, I'm satisfied £100 is a reasonable amount that fairly recognises the impact this all had on him. It's consistent with our approach in similar scenarios and it's what I'd have directed AIEL pay if no recommendation had been made.

I can appreciate that Mr A will have spent time in raising his complaint with AIEL and in bringing his complaint to our service. But I'm satisfied that £100 in compensation fairly recognises that too. Astrenska should therefore pay Mr A £100 to resolve this complaint. This now brings to an end what we, in trying to resolve Mr A's dispute with AIEL, can do for him. I'm sorry we can't help Mr A further on this.

Putting things right

For the reasons outlined already, AIEL should pay Mr A £100 in compensation to resolve this complaint.

My final decision

My final decision is that I partially uphold this complaint and direct Accredited Insurance (Europe) Ltd to pay Mr A £100 in compensation to resolve matters.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 5 November 2025.

Julie Mitchell
Ombudsman

