

## **complaint**

Miss H has complained that Acromas Insurance Company Limited failed to inspect or repair her boiler under her home emergency policy.

## **background**

Miss H said according to her home emergency policy with Acromas, it was meant to inspect her boiler within a few weeks but it never did. She said she called Acromas a number of times to arrange this but without success.

Miss H then called Acromas to report that one of her radiators wasn't working properly and also to ask for a boiler inspection. She said it was winter and she was sick at the time so she needed her house to be warm. She says the person she spoke to told her he wouldn't send anyone to inspect her boiler because Acromas was behind on its inspections. So she stopped paying her premiums.

A couple of months later she got a call from Acromas about her premiums. She says when she explained why she stopped paying; Acromas told her there had been a misunderstanding. So she paid her balance and Acromas said it would send someone to look at her radiator.

An engineer attended and repaired Miss H's radiator. But he also did a visual inspection of her boiler and said the flue was cracked, as were some of the insulation panels. And it also needed a compressor coupler changed. He said the boiler was unsafe so he turned it off. The next day, Acromas told Miss H the policy wouldn't cover any of those repairs. It provided her with two fan heaters while she was without heating.

Miss H called another engineer who told her the flue had been damaged because roof tiles had fallen on to it in a storm. She said she reported this to her home insurer who paid for the damage.

Miss H complained to Acromas. She said it should've covered the repairs to her boiler. She also had to take a number of days of work to attend all the engineer's appointments. She wasn't being paid for her days off because she is a contractor. She also said she was left without heating or hot water for weeks. She asked Acromas to refund her premiums, the cost of the repairs and her lost earnings. Acromas refused to pay back the premiums because it had provided her with a service by repairing her radiator. It apologised for not inspecting the boiler but said inspections had been suspended over the winter months.

## **my findings**

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 don't think this complaint should be upheld.

Miss H's policy says it doesn't cover any damage to the flue that doesn't form part of the boiler. It also says that an inspection will be carried out within 42 days of the policy being taken out, subject to the availability of Acromas' engineers. If after the initial inspection any remedial work needs to be carried out, this will be done at the policyholder's own cost. The policy also excludes claims made within the initial 14 days.

Miss H is unhappy that Acromas didn't inspect her boiler. Acromas said this is because inspections were suspended in the winter months up to 1 March. From what I've seen Miss H took the policy out at the end of November. So the initial 42 days would've expired in the first week of January. Miss H said she called Acromas on a few occasions in November and December to ask when the inspection would take place. But as the inspection wasn't due until January, subject to availability, I don't think Acromas had to arrange it any sooner.

The first payment was to be taken out of Miss H's account at the end of December but this didn't go through due to insufficient funds. The account was in arrears until Miss H paid them the following February. The boiler inspection took place in February after Miss H paid the arrears. I don't think Acromas acted unreasonably in not arranging the service sooner, while the account was in arrears. Miss H was unhappy because she was told the inspection wouldn't take place till March. But the inspection took place in February, shortly after she paid the arrears. So I don't think I can hold Acromas responsible for any delays in the inspection taking place.

Miss H said the last time she called Acromas in December she asked when the boiler would be inspected and also if someone could repair her radiator. She said Acromas told her it wouldn't send anyone to look at the radiator and also that the boiler wouldn't be inspected until March. So she stopped paying her premiums. Acromas hasn't been able to find this call. It also sent evidence to show that no-one went into Miss H's policy on the claims system between November and January. It said, had a claim been made it would've been logged on the system even if it had been rejected.

From Miss H's hand written notes I can see that she called Acromas in January to ask about the boiler service and also to query a fee Acromas charged because her policy was in arrears. From the notes it appears she was explaining to Acromas that she had been off work for months and felt the late payment fee was excessive. Her notes say she was told the inspection wouldn't happen until March. She then complained the policy wasn't fit for purpose. On balance, I think this is the call Miss H is referring to when she says she called in December. And as this call was made while her account was in arrears I don't think Acromas was being unreasonable in not sending someone to repair her radiator during that time.

Miss H said she had to take time off work to attend the appointments with the engineers so she lost out in wages. She was also without hot water or heating for weeks because the boiler had been switched off.

The policy doesn't cover repairs to the flue. And it also doesn't cover remedial action discovered during the initial inspection - this has to be paid for by the policyholder. I think the initial inspection was carried out as soon as reasonably practicable; bearing in mind the account was in arrears. Because the damage to the boiler was identified during the initial inspection I don't think Acromas had to carry out any of the boiler repairs.

From what I understand the boiler was considered to be at risk because of the damage to the flue and the damage to the panels. Acromas told Miss H it wouldn't cover the boiler repairs the day after the engineer inspected the boiler. I think this was reasonable as was the provision of the heaters.

Miss H would've had to take time off work to attend the appointments regardless of whether she was covered under the policy or not. Also the policy doesn't provide compensation for loss of earnings. So I won't be asking Acromas to pay for this part of Miss H's claim.

Also Acromas didn't delay telling Miss H it wouldn't cover the boiler repairs - which I thought was the right decision in any event - so I can't ask it to compensate Miss H for being without heating and hot water.

Miss H said she should get her premiums back but Acromas refused because it said it provided a service by repairing the boiler. I think this is reasonable because Miss H has been able to use her policy. So I won't ask Acromas to pay a refund to Miss H.

**my final decision**

For the reasons above, I'm not upholding Miss H's complaint against Acromas Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 17 October 2016.

Anastasia Serdari  
**ombudsman**