

complaint

Mrs B is unhappy with the handling of a claim under her home emergency insurance policy with Ageas Insurance Limited. She believes that Ageas Insurance Limited's engineer mis-diagnosed the problem with her boiler and caused further damage to it.

background

In January 2015, Mrs B contacted Ageas because her boiler broke down. It sent an engineer to inspect the damaged boiler who said it needed a new printed circuit board (PCB) taking the claim over the £300 policy limit. He said the total cost of repair was £370.75, which meant that Mrs B had to pay a £70.75 excess to complete the repairs.

Mrs B refused to pay the contribution so the engineer removed the fuse from the boiler. He said this made it safe. Mrs B states that the engineer's wife, who was present, bled the radiators and the bathroom radiator hasn't worked since. Mrs B was also very unhappy that the engineer told her she should be filling the boiler up with water each month, incorrectly told her the fault code displayed was for low pressure; and he was rude and unpleasant. She asked Ageas to send another engineer out but it said it would only do so on the basis that if he confirmed the diagnosis, she would have to pay him.

Mrs B didn't think this was fair and so she got a second opinion from another insurance company providing cover for her boiler. That company attended her home several times and eventually repaired the boiler. On the first visit, it replaced the fuse that the Ageas' engineer had removed. It also told her that the boiler casing hadn't been fitted properly and a link from the PCB had been removed. It replaced the link and the boiler worked for a while; and on another visit it cleaned a sensor. However, there were still intermittent problems with the boiler. Her other insurer suggested that she get the boiler manufacturer to come and look at the boiler.

Ageas agreed to pay for this, although then withdrew that offer because it said the other insurer had told her there was sludge and limescale in her boiler and that she would need to pay for a powerflush first. This was incorrect and Ageas did agree again to pay for the manufacturer to attend.

The manufacturer replaced the boiler's diverter valve and heat exchanger and I understand that the boiler has worked ever since.

Mrs B thinks that Ageas' first engineer caused these problems when he removed parts from her boiler before he left the property. She doesn't think that she would have experienced all these problems if he wasn't incompetent.

She is now also concerned about the reliability and life left in her boiler due to what she says was illegal tampering with it and removal of parts. Initially, Mrs B wanted Ageas to replace the boiler or contribute towards a replacement.

Ageas offered £150 compensation but later withdrew the offer.

One of our adjudicators looked into the case and recommended that it be upheld in part. He thought that Ageas should pay Mrs B £150 compensation for its handling of the claim, including some delays and telling her that she would be responsible for the engineer's costs if its diagnosis was confirmed, which he didn't think was fair.

Ageas doesn't think that it's done anything wrong and hasn't agreed to the compensation recommended. Ageas' position is that their engineer followed the correct procedure by removing the fuse. It states that the action was a safety measure in line with the manufacturer's guidance, and was confirmed when the manufacturer's engineer attended.

Mrs B also wants £30 for repair of the radiator and £70 towards increased premiums for her other policy because she called out their engineers so often.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Ageas says that the fuse had to be removed in order to leave the boiler safe and that it spoke to the boiler manufacturer who confirmed this was correct. However, there is no independent evidence that the boiler was unsafe, that this needed to be done, or that the manufacturer endorsed this. It appears that the boiler could have been repaired. And in any case the diagnosis that the PCB needed to be replaced was incorrect.

However, I don't think that Ageas is entirely responsible for all the ensuing problems with the boiler. Although I can understand Mrs B's concern there is not enough evidence that it caused any additional problems with it. Instead, it seems to me that Ageas' engineer misdiagnosed the initial problem and he didn't provide a reasonable service but that there were probably a few issues with the boiler that needed resolving.

This would seem to be supported by the fact that the other insurer's engineer carried out a few repairs; and they didn't initially replace the heat exchanger, which seems to have been part of the problem with the boiler working properly.

I also can't require Ageas to pay towards the repair of a radiator, as there isn't enough evidence that this was caused by the engineer. Mrs B has also asked for reimbursement of the additional premium cost of her other insurance policy. However, I don't consider that this is warranted, as even if Ageas had dealt with all the problems with the boiler properly, it looks like a number of things needed repairing and this would probably have exceeded her policy limit with Ageas by the same amount or more than the premium increase she says she's had to pay.

However, Ageas' handling of the matter has not been satisfactory: the PCB didn't need replacing, the diagnosis would appear to have been incorrect and this led to Mrs B and her family being left without heating and hot water for a period of time that could have been avoided. There were also delays in responding to the complaint and I don't think it was reasonable to offer compensation and then withdraw it – even though it is legally entitled to do so.

I therefore agree that compensation is warranted and consider that £200 is appropriate to reflect the trouble caused to Mrs B by the handling of this matter.

my final decision

I uphold this complaint against Ageas Insurance Limited and require it to pay Mrs B £200 compensation for the trouble and upset caused by its handling of her claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 27 November 2015.

Harriet McCarthy
ombudsman