

complaint

Mr W complains that Acromas Insurance Company Limited gave him poor service under his home emergency insurance policy.

background

Mr W had home emergency insurance underwritten by Acromas. He complained that his insurer's engineers damaged his gas central heating boiler. His family was without heating and hot water for many weeks before he got a new boiler.

Our investigator didn't recommend that the complaint should be upheld. She thought that Acromas had provided a fair resolution by agreeing to cover the boiler under the terms of the policy.

Mr W disagrees with the investigator's opinion. He says, in summary, that the engineer acting on behalf of Acromas had carried out the job incorrectly.

my findings

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

Mr W has told us that he previously had boiler cover with another company.

His boiler was of the "thermal store" type.

I accept the engineer's statement that such boilers require the replacement of the burner gasket every time the boiler is serviced.

In April 2016 Mr W took out the policy. Acromas was the insurer responsible for dealing with claims. So where I refer to Acromas or the insurer, I include its subcontractors and their engineers for whose actions I hold Acromas responsible.

The policy said it didn't cover thermal store boilers.

If the policy had covered Mr W's boiler, it wouldn't have obliged Acromas to fix the boiler if it needed parts which weren't readily available. In that event the policy would've provided for a payment of £250 towards the cost of a new boiler.

I accept Mr W's statement that the boiler was working. But he hasn't said he has any expertise in boilers. And the fact that the boiler was working doesn't mean it was in good condition.

In August Acromas sent an engineer to do an inspection and an annual service. Acromas accepts that he should have said straightaway that it didn't cover boilers like Mr W's.

Instead, the engineer ordered a burner gasket and arranged to return.

From what he says, I think Mr W was away for a few weeks.

On his return, the engineer removed the burner. I accept the engineer's statement that he found that the tabulators in the heat exchanger were corroded.

It's in the nature of corrosion that it happens gradually over time. I don't think Acromas was responsible for the corrosion its engineer found in Mr W's boiler.

But Acromas agreed to try to fix the boiler.

So a few days later, an Acromas engineer removed the flame guard (which I think has also been referred to as a "gauze"). On that subject, the engineer later said the following:

"... whilst it is regretted the part failed on removal, I do believe this would have happened to anyone who attempted to repair the boiler."

From that, I think that the flame guard was damaged as the engineer removed it.

But Mr W hasn't provided enough evidence from another qualified gas engineer to counter what the Acromas engineer did and said. So I'm not satisfied that Mr W has shown that the Acromas engineer fell below a reasonable standard of care. And I don't hold Acromas responsible for the damaged flame guard.

On 27 September 2016 Acromas said that the parts required to repair his boiler were no longer available. So it offered to pay £250 against a copy of the receipt for a replacement boiler within 60 days.

Mr W complained. And Acromas offered to reimburse Mr W if he paid another company to repair his boiler. But I think Mr W confirmed for himself that a repair would require parts which weren't available. So he had to pay for a new boiler.

At about the same time, Acromas cancelled the policy and said it was refunding the premium Mr W had paid. I think this was fair and reasonable in line with the policy terms about cancellation.

I haven't found Acromas responsible for causing damage to the old boiler.

And I think its offer of £250 was more than fair, bearing in mind that the policy hadn't covered the old boiler at all.

I accept that – from late September to early November - Mr W and his family suffered inconvenience in travelling to use showers away from their home. And he says they spent more money on electric heating. But I haven't seen enough detail or documents to persuade me that it would be fair to order Acromas to reimburse any financial loss.

Acromas told the investigator that it was offering £100.00 in respect of distress and inconvenience. I know that Mr W doesn't think that's enough. And I don't underestimate the upset and trouble he's suffered.

But I've weighed up the extent to which this was caused by Acromas rather than by Mr W's boiler itself. And I've taken into account the attempts Acromas made to put things right. Overall I don't think it would be fair and reasonable to order Acromas to pay any more than the sum of £250 it offered towards the new boiler a further £100 for trouble and upset.

my final decision

For the reasons I've explained, my final decision is that I order Acromas Insurance Company Limited to:

1. pay Mr W (if it hasn't already paid him) £250 towards his new boiler;
2. pay Mr W £100 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 10 August 2017.

Christopher Gilbert
ombudsman