

complaint

Ms B says Ageas Insurance Limited mishandled a claim under her home emergency policy.

background

Ms B has a home emergency policy that covers her boiler. This policy is underwritten by Ageas.

In June 2015 Ms B reported a problem with her boiler. Ageas sent an engineer to her home the following day. The engineer said the boiler had been installed incorrectly which had led to it becoming damaged. He also said Ms B should have her boiler replaced as the cost of replacing the parts would be too expensive to be worthwhile.

Ms B contacted the firm who installed her boiler. They said they would inspect it once Ageas had provided a copy of its engineer's report.

This report was provided a week later and the installers then attended Ms B's home. They provided another report saying they disagreed. They said the problem had been due to one faulty part which they replaced. Ms B complained to Ageas.

Ageas accepted that it hadn't handled Ms B's claim properly. It offered to pay the repair costs of the boiler together with £155 compensation for the delay in settling her claim. It had also paid £45 for a gym membership which had allowed Ms B to take showers.

Ms B disagreed with Ageas' offer. She complained to this service.

Our adjudicator investigated Ms B's complaint. She didn't recommend the complaint should be upheld. The adjudicator thought that the offer from Ageas had been fair. Ms B disagreed with the adjudicator's opinion and the case has been passed to me.

my findings

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

It's agreed that Ageas didn't provide the service that would be expected to Ms B. So the issue for me to decide is whether the offer it made to her was a fair and reasonable one.

Ms B was without hot water for three weeks and does have health issues. She didn't have any other source of hot water. Ageas has paid for the membership fee which gave Ms B access to a shower. And I can see from the notes sent to us by Ageas that it had also agreed to pay for alternative accommodation up to £250 for Ms B but she didn't take advantage of this.

Ms B says Ageas should pay the accommodation costs as a separate item to the compensation. She also doesn't think the compensation reflects her health problems and the distress and inconvenience having no hot water caused her. She has asked for her premium to be refunded as the policy wasn't any use to her as Ageas had misdiagnosed the problem with the boiler.

Under the policy if a home becomes uninhabitable then accommodation costs will be covered up to a limit of £250. But this will only apply if the insured person has to leave their

home. Ms B didn't incur any extra expense for living somewhere else as she chose to stay. She made alternative arrangements to access showers by joining a gym and this cost has been covered by Ageas. So this term doesn't apply to Ms B circumstances and I don't think it would be fair to award this cost to her.

I appreciate things were very difficult for Ms B. And Ageas has accepted it took too long to get the report to her. But I think £155 is fair and reasonable as compensation for that week's delay. And I'm not requiring Ageas to pay more.

Ms B says she hasn't had any benefit from the policy. But I think she has as Ageas has covered the cost of the repair. This was the purpose of the policy.

So looking at the evidence I'm not upholding Ms B's complaint.

my final decision

I'm not upholding Ms B's complaint. I don't require Ageas Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 20 July 2016.

Jocelyn Griffith
ombudsman