

complaint

Mr C has complained about Ageas Insurance Limited. He isn't happy about the way it handled a claim under his home emergency policy.

background

Mr C has a home emergency policy with Ageas. In January 2015 his boiler stopped working. He notified Ageas and was told that an engineer could attend his property after 3:30pm. As Mr C's boiler hadn't been serviced they needed to take the call out charge of £48.30 from him. This payment would be held in reserve.

If the fault with the boiler related to something which could've been prevented by a boiler service Mr C would be charged the call out fee. If it wasn't, Mr C would be refunded the call out charge. Ageas explained the policy only provided cover to repair the boiler, up to the amount of £250, not to replace it.

As the boiler was old and was probably in need of replacing, Mr C asked Ageas to give him some time to think about it. He wanted to first speak to his wife before agreeing for an engineer to attend his property.

Ageas agreed to give Mr C time to think about this. Mr C was told his claim would be put on hold until he told them about his decision. However, the engineer attended the property without waiting for Mr C's consent and outside of the agreed time. The engineer attended the property just after 1.00pm.

Mr C states that by the time he spoke to his wife the engineer was already at the property. She was unaware of the situation and was in a distressed state. Mr C felt pressured into agreeing to pay the call out charge and wants this cost back. Mr C states the engineer left the property without giving any further information to his wife and Ageas failed to tell him the outcome of the engineer's investigation. Mr C had to chase Ageas for the information.

Its engineer said the fault with the boiler was due to an incorrect fuse being used. This caused the board and other parts to blow. The damage caused meant the boiler was beyond economical repair. The engineer felt the issue with the fuse would have been picked up during an annual service. As, such Mr C had to pay the call out charge.

Mr C complained to Ageas and it investigated his complaint. They apologised for the engineer's early arrival but didn't feel they had acted unfairly or unreasonably. As the fault with the boiler was due to the boiler not being serviced or maintained they stand by their decision to charge Mr C the call out charge.

So, Mr C complained to this service and we looked into things. The adjudicator recommended that Mr C's complaint should be upheld. He didn't think Ageas was entitled to keep the call out charge because he didn't agree that a service could have prevented the fault with the boiler. Also, he didn't agree that the engineer should have attended Mr and Mrs C's property without Mr C's consent.

Our adjudicator recommended Ageas pay Mr C the call out fee plus 8% simple interest per year. Ageas didn't agree and the complaint 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.

Based on the information provided, I think it would be fair and reasonable for Ageas to refund Mr C the call out charge of £48.30, along with the 8% interest per annum simple. I'll explain why.

It's clear from the information provided Mr C wanted time to make his decision and Ageas agreed to give him this time. Ageas was very clear that they would wait until Mr C gave his consent before they sent their engineer to the property. This didn't happen.

I appreciate the engineer attended and diagnosed the fault with the boiler. But Mr C hadn't agreed to this and I don't think he should be penalised for Ageas' mistake. I take on board Ageas' argument that Mrs C had the option to not allow the engineer access to the property. As Mrs C wasn't fully aware of the situation, I don't agree the responsibility should fall on her to know the agreement made between Mr C and Ageas. I think Ageas should have contacted its engineer and advised him accordingly.

In regards to whether the incorrect fuse could've been picked up during an annual service. I agree with the adjudicator's findings. The installation and servicing manual doesn't recommend that the fuse is checked. Ageas' engineers state its best practice for an engineer to check the fuse during a routine service but this isn't always carried out.

As such, I think it's unlikely that this issue would've been picked up. But this is a secondary issue in any event, as the engineer shouldn't have attended in the first place as discussed above.

my final decision

I uphold Mr C's complaint. I require Ageas Insurance Limited to refund Mr C's call out charge of £48.30, along with the 8% interest per year simple. This should be calculated from the date the payment was taken to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 3 May 2016.

Colin Keegan
ombudsman