

complaint

Mr A has complained that Acromas Insurance Company Limited incorrectly diagnosed a fault with his boiler under his Home Emergency Insurance policy causing him to be without heating and hot water for a week.

background

Mr A contacted Acromas on 24 November 2012 as he was without heating and hot water outlining that his 90 year old mother lived with him. An engineer attended the same day and diagnosed that parts needed to be replaced and a powerflush carried out on the boiler.

On 25 November 2012, Mr A contacted Acromas as he had not heard anything from the engineer and was told that it was awaiting the engineer's report. Acromas arranged for temporary heaters to be delivered the same day.

Acromas contacted Mr A on 29 November 2012 and said that the boiler had been deemed as beyond economic repair as the cost to repair it would exceed the value of the boiler. Mr A disputed the diagnosis and explained that the engineer had said that he would return to carry out the repairs.

Acromas agreed for a second engineer to attend on 30 November 2012 to provide a second opinion. He disagreed with the original engineer's view, that it was beyond economic repair, and replaced the pump. However, the engineer confirmed that a powerflush would need to be carried out as there was sludge and debris in the system.

Acromas apologised for the incorrect diagnosis and offered to pay £60 compensation in recognition of the error and the delays caused but declined to carry out the powerflush as requested by Mr A. It said that the replacement of the pump had repaired the boiler and that the policy did not provide cover for a powerflush.

Mr A did not accept the offer made by Acromas and brought the matter to our service as he believed that it should provide the powerflush free of charge. Our Adjudicator considered that the offer of £60 did not reflect the level of distress and inconvenience caused to Mr A and recommended that Acromas increase the offer to £150. However, he did not believe that Acromas should provide a powerflush free of charge as the boiler had been repaired and the policy specifically excluded work to treat hard water deposits such as scale and sludge.

Mr A did not accept our adjudicator's recommendation. He believed that as the first engineer had agreed to carry out the powerflush Acromas should still provide this. He has now requested that the matter be escalated to an ombudsman for a final decision.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. The issue for me to determine is whether Acromas' has acted reasonably in not providing the powerflush and whether its offer of compensation, in acknowledgement of its error, was reasonable.

Acromas has accepted that its first engineer incorrectly diagnosed the fault on the boiler which led it to believe it was beyond economic repair. Following this a second engineer carried out a repair which restored the heating and hot water to Mr A's property. However,

the engineer also recommended that a powerflush be carried out as he had found sludge and scale in the system and said that this could cause further problems.

Mr A's policy provides cover for a range of emergencies including boiler breakdown.

However, as with all insurance policies it will not cover every possible eventuality but it covers certain specified emergency events. I am satisfied that it does not cover the powerflush that Mr A feels should be undertaken. I say this as the policy terms and conditions state:

"D) Primary heating system.

What is not covered: Descaling and any work arising from hard water scale deposits."

As Acromas was able to repair Mr A's boiler by replacing the pump, I am satisfied that it resolved the emergency as per the policy cover. Given the above exclusion, it is clear that it has acted reasonably in declining to carry out the powerflush as this is only required in order to descale and clear the deposits in the system. It would not be fair or reasonable for me to insist that Acromas acted outside the policy terms and conditions.

Finally, turning to the question of what redress is appropriate for the incorrect diagnosis and the delays incurred. Mr A and his mother were without heating and hot water for 7 days and I agree with the adjudicator that £150, as opposed to £60, is a fairer reflection of the distress and inconvenience suffered. Although Acromas acted expeditiously in providing temporary heaters and ensuring a second engineer attended as soon as practicable, it must have been distressing to be without hot water for a week and I am satisfied that an award of £150 is in line with our general awards.

my final decision

It follows that my final decision is that I endorse the offer of £150 compensation and make no further award against Acromas Insurance Company Limited.

Colin Keegan
ombudsman