

complaint

Mr M complains about Acromas Insurance Company Limited's handling of his boiler issues.

background

Mr M had boiler cover and made a claim. After a number of engineer visits and some issues over replacement parts and errors in that area his boiler was declared beyond economic repair. Mr M considers that an engineer caused damage to his boiler on one of these visits and it is this that has caused his boiler to need replacing. Mr M wants Acromas to pay for his replacement boiler.

My adjudicator did not consider that it was appropriate for Acromas to pay for the boiler replacement. He did though feel that they should offer the £250 boiler replacement payment due under the policy, and pay £140 for the aggravation Mr M had been caused by the repeat engineer visits. Mr M is not happy with the compensation on offer, he feels that being without hot water and heating for 10 days at one point means a higher inconvenience award would be appropriate. He also considers the delay in stating his boiler was beyond economic repair makes no sense, as at the first engineer visit this was not mentioned, so considers something must have happened when the engineers were working on the boiler, meaning Acromas should pay for the replacement.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I note Mr M's annoyance at being without hot water and heating for so long, and the impact on him and his relatives. However, it seems that some interruption to his supply was inevitable as his boiler was in need of repair or replacement. Things should have moved a little quicker so some award is payable, but I consider the £140 on offer around the appropriate level.

Turning to the boiler replacement I could only make Acromas liable for this if there was definitive proof that the engineer damaged the boiler to the extent that this alone meant a replacement was needed. Acromas have explained that in the early stages they could not be sure the boiler was beyond economic repair, and that it was only after further inspection this became apparent. I have to say this is not unusual and whilst I note Mr M's views there is no independent evidence that proves an engineer caused further damage. Based on the evidence I have I can only recommend the £250 due under the policy for a replacement.

my final decision

I uphold this case against Acromas Insurance Company Limited in part, in that they should pay Mr M £250 for his boiler, plus £140 for the claims handling issues. I make no other award.

Christopher Tilson
ombudsman