

## **complaint**

Mr T has complained about the rejection by Acromas Insurance Company Limited (“Acromas”) of his boiler insurance claim, saying he was not aware of any leaks when he added home emergency cover to his household insurance policy and its contractor left his boiler dismantled.

## **our initial conclusions**

The adjudicator considered that there was no evidence to show the boiler was leaking when the home emergency insurance started. He said there was also no evidence that the boiler could not have been repaired. He recommended that Acromas should meet the cost of repairs and should pay Mr T £150 compensation for poor handling of the claim. Acromas rejected the adjudicator’s view. It stated the boiler was found to have three separate leaks, to be in a poor condition and was rusty, so Mr T had not maintained it as required by the policy terms.

## **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr T and Acromas have provided. Under the policy terms, Acromas is not liable to pay for repairs if it can show it arose from circumstances the consumer was aware of when entering into the contract. Acromas has not provided any such evidence. I understand why it believes Mr T was aware his boiler was leaking, but Mr T provided a full and satisfactory explanation and I accept he was not aware of any circumstances likely to lead to a claim. Acromas did not ask Mr T about maintaining his boiler and had no evidence that it was not maintained properly. I am satisfied that the problems were due to a sudden unexpected event and therefore covered under the policy, although it does not provide for a new replacement boiler. In my judgment, Acromas did not have sufficient evidence to reject Mr T’s claim and it should meet the cost of repairs and pay Mr T £150.

**It is my final decision to uphold this complaint. I require Acromas Insurance Company Limited to pay Mr T the cost of repairing the boiler plus £150 compensation.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr T either to accept or reject my decision before 22 October 2013.**

*Reidy Flynn*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

### **ombudsman notes**

#### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

#### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.