

## **complaint**

Mrs A complains that Acromas Insurance Company Limited has mishandled a claim under a home emergency insurance policy.

## **background**

Mrs A has a home emergency policy with Acromas to cover her boiler and central heating system. In January 2016 Mrs A reported that her boiler had stopped working leaving her without heating and hot water.

The following day Acromas sent an engineer to Mrs A's home. The engineer wasn't able to sort the problem out as he thought it needed a new part. He returned two days later, but after replacing the part the boiler still didn't work. So, the engineer sought advice from the boiler's manufacturer.

Unfortunately, the problem still wasn't fixed and there followed a number of visits by engineers from both Acromas and the manufacturer. There were also visits from the company who had installed the boiler and carried out alterations to the boiler's pipework as it was thought there might be a system fault. But the engineers weren't able to agree what was wrong with the boiler.

Mrs A was left without hot water and heating for several weeks and in February she complained to Acromas. It said that the problems with the boiler were a manufacturing and system faults so weren't covered by the policy. It offered to either rectify the system so that Mrs A could have a new boiler installed or pay her £500 compensation as a gesture of goodwill. Mrs A didn't agree with Acromas' offer and complained to this service.

Our adjudicator investigated Mrs A's complaint. She recommended that Mrs A's complaint should be upheld. She thought Acromas should arrange for an independent engineer to examine the boiler as it wasn't clear what was wrong. She thought Acromas should then reassess the claim.

She also thought that Acromas should pay Mrs A £500 compensation to reflect the distress and inconvenience she'd suffered. This amount took into account Mrs A's age and her personal circumstances.

Acromas didn't agree. It suggested that a fair settlement would be for it to either pay Mrs A a full and final settlement of £750, or for it to arrange for a new heat exchanger to be installed. This was because the boiler had worked before this part had failed. It said that if other parts were required Mrs A would have to cover those unless the cost became too expensive to make fixing the boiler worth it. And if that was the case Acromas would pay Mrs A £250 as per the policy if a boiler was uneconomical to repair. Mrs A didn't agree to this offer so 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.

I've seen that the problems with Mrs A's boiler have lasted for months. During this time Mrs A has been without hot water and central heating which included the winter time. She

has also suffered a health problem that's affected her mobility. So this has been a very stressful and upsetting time for her.

I've also seen that there's no agreement between Acromas, the boiler manufacturer and the company who installed and worked on the pipework about what's wrong. Acromas says that the manufacturer is best placed to say what the problem is so there won't be any benefit to Mrs A having another opinion from a different engineer. The manufacturer says it's a system fault caused by the installation and this wouldn't be covered by the policy.

But Acromas has told Mrs A that the problem was both a manufacturer problem and a system fault. So it hasn't agreed with the manufacturer's view. I can understand Mrs A's reluctance to agree to the new offer by Acromas when she still isn't clear why the boiler doesn't work.

I think the fair and reasonable solution is for Acromas to arrange for a suitably qualified and independent engineer to inspect the boiler. This would assist Acromas in reassessing the claim, and would help Mrs A understand the problem.

I also think it's fair that Acromas pays Mrs A £500 in compensation for the distress and upset this has caused her. This is in addition to the £500 offered by Acromas as an alternative to fixing the boiler. I'm upholding Mrs A's complaint.

#### **my final decision**

I'm upholding Mrs A's complaint. I require Acromas Insurance Company Limited to arrange for an independent engineer to inspect Mrs A's boiler and make a report in order for it to reassess the claim.

I also require Acromas Insurance Company Limited to pay Mrs A £500 compensation for distress. This sum is in addition to the £500 offered as an alternative to working on the boiler should Mrs A choose to accept that settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 4 July 2016.

Jocelyn Griffith  
**ombudsman**