

complaint

Mr R complains that Acromas Insurance Company Limited left him without heating or hot water when his boiler was deemed beyond economical repair ('BER') under his home emergency insurance policy.

background

In December 2013, Mr R contacted Acromas to report he was without heating or hot water. Acromas sent an engineer the following day and confirmed the repair costs were greater than the value of his boiler. The boiler was therefore deemed BER.

Mr R believes Acromas should have first repaired the boiler and then confirmed whether it was BER, so that he was not left without heating or hot water during a cold period.

Mr R had his boiler replaced towards the end of December 2013. Mr R said he contacted Acromas on a number of occasions to find out whether the rest of his cover under the policy would remain in place. However, there were delays in Acromas providing Mr R with an answer, and he was dissatisfied with this.

Mr R provided Acromas with evidence to show the boiler had been replaced. He requested an alternative method of payment for this claim under his policy. However, this was declined by Acromas and a cheque was sent to Mr R in January 2014 in line with Acromas' required contribution to the cost of the replacement.

Acromas apologised to Mr R for the delays caused to him. Mr R is unhappy with Acromas' response and considers compensation should be paid.

Our adjudicator did not recommend Mr R's complaint should be upheld. He considered that Acromas had acted in line with the policy terms and conditions. He appreciated delays had occurred, however, considered an apology was sufficient in the circumstances.

Mr R did not agree with our adjudicator's findings and the complaint has been referred to me to decide.

my findings

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

Mr R's policy defines '*Beyond economic repair*' as the situation where '*the insurer determines that the cost to repair your boiler will exceed its value*'.

The policy provides cover for:

'Main heating system and boiler repair or replacement.

If, in the insurer's opinion, your boiler is beyond economic repair, the insurer will contribute a maximum of £250 towards the cost of you replacing it with a new boiler. This can be claimed by providing a copy of the receipt for your replacement boiler within 60 days of the call out.'

Insurance policies are subject to the exclusions and limitations set out in the policy documents. In this case, I am satisfied that Acromas was entitled to rely on its engineer's assessment that the boiler was BER. On that basis, it was not unfair or unreasonable for it to then contribute the stated amount to the cost of a replacement boiler, rather than repairing it. It was not required to do both.

I appreciate Mr R would have been frustrated when informed his boiler was BER. And I am sympathetic to his situation of then being without heating and hot water at that time of year.

However, I am not persuaded that Acromas acted unfairly, or can reasonably be held responsible for the situation. Acromas advised him promptly of the state of the boiler, and he was then in a position to take the necessary action to have it replaced.

Mr R did experience delays when attempting to find out whether the remaining cover was still in place, and in receiving payment of the claim from Acromas. I appreciate delays can cause inconvenience and frustration; however, in this case, Acromas has apologised, and I am not persuaded that its actions are sufficient to justify an award of compensation.

my final decision

For the reasons above, it is my final decision that I do not uphold this complaint. I make no award against Acromas Insurance Company Limited.

Helen Moye
ombudsman