

## **complaint**

Mr and Mrs F's complaint is about the handling of a claim under their home emergency insurance policy with Acromas Insurance Company Limited. The claim and complaint have been dealt with throughout by Mrs F.

Acromas uses agents to handle claims on its behalf. All references to Acromas in this decision should be read as including those claims-handling agents.

## **background**

On 3 March 2018, Mrs F reported a claim to Acromas after noticing water leaking into a hall cupboard containing the boiler and electricity box. Acromas was unable to provide a contractor immediately, as there was particularly severe weather at the time. Mrs F says she had to call numerous times to try and get help, being kept on hold for up to an hour at a time. The water was splashing onto the boiler and they had to use towels and bowls to continuously mop up the water and collect it. Mrs F says this was extremely stressful and they were worried about the safety of the boiler and the electricity box.

Acromas offered that Mr and Mrs F could get their own contractor and it would reimburse the cost but they apparently said they had no one that could come out. Acromas's contractor attended around five days after the claim was made. The contractor carried out some work on the roof, which he said would stop the leak in the hall cupboard. However, Mrs F says he worked on an area several feet away from where the water was coming in and had not repaired the leak above the hall cupboard. Shortly after this, there was a period of torrential rain and Mrs F says that as the leak was not fixed properly, water poured through the same area into the cupboard and the boiler stopped working. Mr F had to spend all night changing bowls, buckets, towels to protect the electricity box.

Acromas was unable to send another roofing contractor (and Mr and Mrs F did not want the original contractor back again) and so it was agreed, Mr and Mrs F could instruct their own contractor and Acromas would reimburse the cost. They found a contractor who identified the leak was coming from the tiles and leadwork on the roof around the boiler flue and repaired it. Mrs F says the contractor told her it should have been easily identified at the first appointment.

Acromas initially refused to reimburse the cost of the roof repairs, as it said that the work done constituted normal maintenance work to the boiler flue and not an emergency repair. However, it later agreed on a goodwill basis to reimburse the cost of £185.

Acromas also attended around five times to fix the boiler. I understand it changed some parts and the boiler it was working. However, Mrs F says it has made a noise ever since, whenever the hot water is activated and regularly needs to be reset. Acromas says that as the boiler is working, there is nothing more for it to do.

Mr and Mrs F are very unhappy with the handling of the claim, which caused a number of issues for them, as summarised below:

- the second leak caused water damage to their ceilings, including in the bathroom that had recently been redecorated.
- They were without heating and hot water, as a result of the damage to the boiler, in extremely cold weather; their son had to stay with relatives, as it was too cold for him.

- Mrs F spent hours on the phone trying to get this sorted out.
- Acromas offered £30.00 towards a heater but Mr and Mrs F are both asthmatic and said a blower heater would aggravate this. They suggested two small oil filled radiators (£30 each) instead but Acromas would not agree to this until Mrs F complained.
- One manager at Acromas empathized and stated *"this complaint is as bad as I've ever seen", "colleagues failed to pick up your correspondence in my 2 week absence", "we have a lot of learning to do"*.
- There was no work done on the flue - only to the tiles and lead work around the flue. The claim for this cost was wrongly refused and even though Acromas has agreed to pay it now, it should confirm it is because the claim was wrongly refused, rather than say it is a goodwill gesture.
- Mrs F has dealt with the matter throughout but all correspondence and payments from Acromas have been in Mr F's name, despite this being raised several times.
- On recent correspondence, Mrs F's bank account number and sort code were quoted at the footer of emails, which is a breach of her data.
- She has cover for an engineer to come and look at the boiler to find out why it is still not working properly – whether that's due to the water ingress or not.
- They would have been entitled to stay in a hotel for the eight days the boiler wasn't working but didn't this would have cost Acromas a lot more.

Mr and Mrs F want the cost of repairing the ceilings (£465) to be paid and the boiler to be looked at again.

Acromas says it refused to pay the cost of the repairs initially, as the invoice showed the repairs had been maintenance of the flashing around the flue, which isn't covered. However, it later agreed to reimburse this cost (£185). It also offered a total of £550 compensation in total for the trouble caused to Mr and Mrs F and £60 for heaters which are not provided under the policy. In relation to the boiler, it was left working on 14 May 2018 and so any other problems will be a new claim but it only covers complete central heating failures, and that is not the case.

One of our investigators looked into the matter. She said it was fair that Acromas pay the costs of the roof repairs. The investigator initially recommended that Acromas inspect the boiler again and repair it if the fault is found to be due to water ingress. The investigator however changed her mind about this after Mrs F told her that engineers had advised the fault was not due to the leak. Given this, the investigator didn't recommend Acromas do anything further with the boiler. The investigator thought it was likely there'd have been some damage to the ceilings even if the roof repairs had been done properly at the outset and so she recommended that Acromas pay half this cost.

Mr and Mrs F do not accept the investigator's assessment. Mrs F says:

- there was no damage to the ceiling after the first ingress of water. This leak was the result of snow on the roof melting and was light in comparison to the second ingress.
- She didn't report any damage to the ceiling in phone calls to Acromas until after the second ingress - this is evidence in terms of time stamping, of no damage after the first ingress and so they are entitled to the entire repair costs.
- They have full cover with Acromas but it is refusing to provide the service or aftercare as set out in the terms of their cover. They came out five times, nothing has changed since then but now it is ignoring the issue and refusing to look at the boiler again.

As the investigator was unable to resolve the complaint, it has been passed to me.

Since then, Mrs F says that the boiler is still displaying the same fault (making a banging noise and having to reset it when the heating is not on in order to get hot water) and that she reported this within Acromas's repair period guarantee, after the last visit for the boiler, and so it should come out again for this reason, even if it is not caused by the water ingress. Mrs F wants this considered as a new claim.

The investigator said this should be dealt with as a new complaint but Acromas doesn't agree, as it says it is a continuation of the same complaint. It says Mrs F has made clear when referencing the continuing issue she says there is with the boiler that it is due to water damage and this is part of the subject matter of this complaint. Acromas also says that it has suggested that Mr and Mrs F can provide a report from their own engineers, as evidence of the fault and its cause and it will consider this. However, as far as it is concerned, it has fixed the problems that were caused to the boiler by the water leak and any fault with it that is not causing a complete failure of the system is not covered by the policy.

Mrs F says it is for Acromas to resolve the issue with the boiler and doesn't agree they should have to do so. Mrs F also said that she did not ever state that she was advised the boiler was not faulty due to the water damage. She says that the engineer that came to service the boiler told her that she couldn't say that the ongoing issues were related to the leak, without inspecting the boiler properly.

In my opinion, this is a continuation of the original complaint. Mrs F has said the fault has been ongoing since the water leaks. Acromas therefore says it should be dealt with as part of this complaint about whether it is responsible for damage to the boiler – I agree. And in any event, the investigator has already addressed it. She said that as there was no evidence that the boiler noise is due to the failure to fix the roof properly, she wasn't going to ask Acromas to inspect it again and the policy with Acromas only covers emergencies which would include a total failure of the boiler. I intend therefore to deal with this issue in this decision as part of this complaint.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

#### roof repairs

Acromas initially said the repairs to stop the leak into the hall cupboard were not actually covered by the policy terms. Mr and Mrs F's roofing contractor said he carried out the following work:

*"Re-dress lead works to central heating flue. Stripped back tiles to flue and redressed lead flashing. Re-laid roof tiles and around outlet"*.

The work required was to effectively close gaps around the flue where it came out of the roof and this might well have been as a result of wear and tear or routine maintenance, and not an emergency event. In any event Acromas has agreed to reimburse this cost and I think that's reasonable.

Mr and Mrs F are adamant that the damage to their ceilings and the damage to the boiler was solely as a result of the second ingress of water and this wouldn't have happened if Acromas's roofing contractor had done this work in the first place. It appears the Acromas's roofer did carry out repairs to the roof (there was another leak on a landing elsewhere on the property). However, it appears there was water ingress in two areas of Mr and Mrs F's home and so I do think they should have investigated further why the water was coming into the hall cupboard, which might have led to this being resolved and preventing the second leak.

However, having said that, there was clearly a significant amount of water leaking into the property during the first event. Mrs F says this was due to snow on the roof melting and was very little compared to the second ingress. However, Acromas's notes of the initial claim call and Mrs F's account since are that water was bouncing off the boiler and that she and Mr F had to continually collect the water. There is little convincing independent evidence that this water ingress wouldn't have resulted in any repairs being necessary to the ceilings at all. Mrs F says the fact they didn't report any damage to the ceilings until after the second ingress is proof of this but I don't agree this is conclusive. Overall, I consider that some additional damage will have been caused and this could probably have been prevented, if Acromas's contractors had made further investigations during its visit. I therefore agree with the investigator that a contribution of half the estimate for the ceiling repairs is reasonable.

#### boiler

Mrs F also says the boiler is still not working as it should and this is either also due to the roofing contractor failing to fix the leak earlier; or due to Acromas's boiler engineer not repairing it properly.

Again it hasn't been proven that the problems with the boiler are solely as a result of anything that contractor did wrong. As mentioned, water was reportedly splashing onto the boiler during the first water ingress. In any event, Acromas came out several times to repair it and replaced some parts. It says its final visit in May 2018 left the boiler working satisfactorily. Mrs F says it has continued to intermittently need to be reset and makes a banging noise when the hot water is activated. Acromas has said this is not as a result of the water ingress and I have not seen any convincing evidence that this is not correct. There is no independent evidence that this is as a result of the water leak.

Mrs F also says the fault has continued despite repairs carried out by Acromas and so it has not repaired the boiler properly, in line with its obligations under the insurance policy and so should return.

I agree with the investigator that there is not sufficient evidence this is related to the water ingress. Acromas also says it left the boiler working and does not consider that there is anything further it needs to do.

As I'm not persuaded that it has been established any fault with the boiler is a result of the water leak, I do not consider Acromas is obliged to do anything more. It has repaired the boiler in line with the policy terms following its breakdown after the water leaks and there is no independent evidence that its engineers did not carry out those repairs properly.

The policy covers the "*complete or partial breakdown of the primary heating system which results in no hot water and/or no heating*".

Mrs F does apparently have both heating and hot water and so there is no obligation on Acromas to come out to repair a noisy boiler that is otherwise working.

claim-handling

Mrs F is very unhappy with the way her claim was handled throughout.

Mrs F has complained about data breaches and addressing correspondence to Mr F. Both Mr and Mrs F are policyholders and so both are required to be a party to the complaint. So while I can understand why this might have caused frustration and annoyance, I do not consider that I can reasonably make any award against Acromas for this. With regard to possible data breaches, any complaint about this would need to be dealt with by the Information Commissioner's Office.

Mrs F also says she had to make numerous telephone calls to get the repairs done and was on hold for considerable lengths of time. There was bad weather at the time of the claim and so Acromas was unable to appoint a contractor for a few days. I note however that it did offer the option of Mrs F getting her own contractor out and it would reimburse the costs. Mrs F declined this. It is disappointing to have to wait in a situation such as Mr and Mrs F found themselves in. It also took a few visits before Acromas says the boiler was fixed properly. This was a time of particularly bad weather and a reasonable alternative option was offered, if they did not want to wait. Acromas did therefore try and assist Mr and Mrs F but having to wait five days with a leak such as this was not reasonable overall and not the service they were entitled to expect. In addition, there was then a second leak which left them without a working boiler and this probably could have been avoided.

Acromas has paid £550 in compensation and £60 for heaters, which are not covered under the policy, so a payment of £610 altogether. I also note that there is reference to an additional £100 having been paid in early correspondence, which would make a total of £710 compensation. Having taken everything into account, I consider the sum of £610 to be reasonable to reflect the initial delays, the time without heating and hot water and the extent to which Acromas is responsible for the second leak. It is in line with awards made in similar cases and I do not intend to ask Acromas to pay any more.

**my final decision**

I uphold this complaint in part and require Acromas Insurance Limited to pay Mr and Mrs F the sum of £232.50 in respect of the damage to the ceilings in their home. I understand Acromas has also paid at least £610 in compensation for the distress and inconvenience caused by its handling of the claim. If any part of that amount has not yet been paid, it should also pay that to Mr and Mrs F.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs F to accept or reject my decision before 27 March 2020.

Harriet McCarthy  
**ombudsman**