

## **complaint**

Mr C complains about the way Acromas Insurance Company Limited (“Acromas”) responded to a request for assistance he made under his home emergency policy when his central heating system developed a fault.

## **background**

Mr C had an annual home emergency policy with Acromas which he renewed in July 2017. He chose to pay the premium under a credit agreement by monthly direct debit payments over 12 months. He had his boiler serviced under the policy in August 2017.

In November 2017 a number of his radiators were running cool, so he called on Acromas under his policy. Acromas’s engineer called on 6 November 2017. He bled the radiators and topped up the pressure in the system.

Mr C says he asked the engineer to check that the system was working properly before he left, as on a previous occasion when this was done the boiler stopped working. However the engineer refused and left. When Mr C checked the system after he had left, it had stopped working completely, leaving him and his wife without heating and hot water.

Mr C rang Acromas on the same day and asked it to send an engineer to get the system working. Acromas said it wouldn’t be able to do get an engineer to attend at that time of day. But it would speak to the engineer the next morning.

It offered to put Mr C and his wife up in a hotel, which he declined as they had three cats and three dogs. Acromas offered to put the cats and dogs up in kennels, but Mr C said they wouldn’t put them in kennels. Acromas paid Mr C £25 towards buying heaters.

Acromas couldn’t arrange for an engineer to attend until 9 November 2018. So Mr C arranged for his own engineer to come and fix the system on 8 November 2018. That engineer’s invoice says:

*“Topped up system pressure. Re set high limit stat on boiler. All warming up ok.”*

Acromas reimbursed the cost of this invoice, which was £102. However Mr C was unhappy with the service provided by Acromas and the first engineer and cancelled his Acromas policy. Acromas said he still owed the remaining instalments due on his annual policy. It allowed him a credit of £50 because of the poor service but said he still owed £207.83. Mr C said he shouldn’t have to pay anything, and complained to us.

Our investigator didn’t recommend that this complaint should be upheld. He thought Acromas had taken too long to arrange for its engineer to reattend after the system failed following the first visit. However it had offered to cover the cost of accommodation for Mr and Mrs C and their pets. And it paid £25 for heaters and a further £50 credit to their account. So he thought it had treated them fairly in respect of the delay.

The investigator said that policy terms made it clear that it was an annual policy. Once an initial period had passed, and there had been a service or a claim, a policyholder could cancel the policy, but there would be no refund, and any remaining instalments had still to be paid. So he said Acromas was entitled to recover the balance of the instalments from Mr C.

Mr C responded to say, in summary, that:

- he warned Acromas's engineer to check the boiler before he left. Although the engineer's job sheet may say he topped up the pressure in the system, he definitely didn't check the boiler;
- Mr C rang the engineer and Acromas within half an hour, and numerous times later that day, to try to get them to return, but Acromas couldn't arrange this for three days;
- the actions of Acromas and its engineer meant Acromas was in breach of contract which meant he was entitled to cancel the policy without paying anything more;
- both he and his wife were in their sixties and unwell at the time, which was a period of particularly cold weather;
- he didn't see why they should have to move out of their house, and would never put their dogs in kennels; and
- he didn't think Acromas's actions had been fair or reasonable. The amounts it had offered by way of compensation were derisory.

The investigator said that he had listened to a recording of the phone call on 6 November 2017 between Mr C and Acromas. In it, Mr C said he didn't know if the boiler had been checked or not but he'd been left without heating. While it was possible the visit of the first engineer was linked with the later failure of the boiler, there wasn't enough evidence to say he had refused to check the boiler for Mr C.

The service by Acromas in failing to provide a return visit was poor, but this wouldn't be enough to entitle a policyholder to cancel a policy automatically. And Acromas had been understanding in offering accommodation when it couldn't provide an engineer.

Mr C still thought the standard of service Acromas provided was so poor that it amounted to a breach of contract entitling him to cancel the policy. He had specifically asked the engineer to check the boiler to ensure the pressure was correct in view of his previous experience. The engineer was rude and left without confirming the boiler was OK.

### **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 understand that Mr C is firmly of the view that Acromas's engineer was responsible for the system stopping working later on the day of his visit. However the fact this happened after the engineer's visit doesn't necessarily mean the engineer was responsible for it.

The information on the worksheet/invoice produced by each engineer is sparse, and doesn't say what caused the system to stop working or how this could have been prevented. And I haven't seen any expert evidence on this subject from a gas engineer. So I can't say there is enough evidence for me to say that it was Acromas's engineer's fault that the system stopped working.

When Mr C rang Acromas to ask for a return visit, Acromas couldn't arrange this for three days. Mr C was entitled to expect a quicker response than this, as Acromas has acknowledged. It did agree to pay for Mr C's own engineer if he was able to arrange one sooner. He managed to do so after two days.

Acromas also offered to pay for accommodation for Mr and Mrs C and their pets, although Mr C declined this, and paid £25 towards heaters. So I think it did what it could in the circumstances to assist Mr and Mrs C until a repair could be effected.

It's not every lack of performance that will entitle a consumer to repudiate a contract. Given the view I have come to about the breakdown of the system and what Acromas did next, I don't think this entitled Mr C to repudiate the policy without further cost.

The whole cost of the policy became due at the beginning of the policy in July 2017, although Mr C elected to pay this by instalments over twelve months. So while he was entitled to cancel the policy, he remains liable, as the policy makes clear, to pay the remaining instalments due, less a £50 credit that Acromas has allowed as further compensation for its slow response.

### **my final decision**

For the reasons I have explained above, my decision is that I don't uphold this complaint, and make no order against Acromas Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 4 June 2018.

Lennox Towers  
**ombudsman**