

complaint

Mr T complains that Acromas Insurance Company Limited did not carry out the annual service within the time period it specified and that when he had a heating breakdown it told him that it would not be able to attend for 18 hours.

background

Mr T purchased a branded home and heating emergency policy on 31 December 2012 which was underwritten by Acromas. He has said that during the sale he was told that he would be contacted within two weeks to arrange the annual service.

Mr T contacted Acromas on 15 February 2013 to raise a complaint as he had not been contacted to arrange the annual service. Acromas apologised for the delay and said that it was experiencing an increased level of claims and it was prioritising breakdowns over annual services. It said that it would arrange for Mr T to be contacted in the spring to arrange the service.

Mr T contacted Acromas again on 24 February 2013 as his boiler had failed and was displaying an error code. He said that this had happened before but he had been able to restart it.

Acromas said that it would arrange for an engineer to attend but that it would not be until 25 February 2013. Mr T contacted Acromas later the same day to advise that he had been able to restart the boiler and that he no longer required an engineer to attend.

Mr T referred his complaint to our service as he was unhappy with the time he would have had to wait for the engineer to attend and that the annual service had not been carried out. The annual service was carried out on 8 April 2013, after Mr T had brought his complaint to our service. Mr T raised an additional issue about the service as the engineer had not carried out any work regarding the error code.

Acromas said that its policy did not have a set timescale for attending to a breakdown and that it aimed to attend within 24 hours of a claim being reported. It also said that the engineer that carried out the annual service had noted the error code but that as this was not causing an emergency it would not be covered by the policy.

Our adjudicator did not believe that our service could consider a complaint about the annual service as the policy stated that it did not form part of the contract of insurance. He also considered that the business stating that it would attend to the claim within 24 hours was not unreasonable as the policy did not specify that it would attend within a set time frame. Our adjudicator believed that Acromas had not acted unreasonably in declining to arrange a claim in relation to the error code, as the policy only provided cover in the event of an emergency.

Mr T disagreed with our adjudicator and requested that the matter be referred to an ombudsman.

my findings

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

Our adjudicator considered that part of Mr T's complaint falls outside of the jurisdiction of our service as the policy terms and conditions state:

“Additional Cover – Annual Boiler Service

This section of cover is arranged by and is not part of the insurance product provided by Acromas Insurance Company Limited.”

That being said, I understand that Mr T's complaint about the annual service is that it was not carried out within the two weeks he was advised of when purchasing the policy. Acromas has said that it was experiencing high level of demand for its service at that time of year and that it had chosen to prioritise breakdowns over annual services. Given that the primary purpose of the policy is to provide assistance in the event of an emergency, such as a loss of heating and hot water, I am satisfied that Acromas has not acted unreasonably in deciding to prioritise claims over the annual service.

I understand that Mr T has raised a further issue regarding the annual service as the engineer had noted an error code on the boiler that had previously caused a breakdown but did not carry out or arrange for any repairs. The purpose of the policy is to provide assistance in the event of an emergency occurring. The policy defines a home emergency as:

“A sudden unexpected event, which in the insurer's opinion requires immediate action to:

- a) Prevent damage or further damage to your home; or*
- b) Make your home safe or secure or habitable.”*

I understand that the error code identified by the engineer had been a cause of a previous breakdown but that at the time of the service the boiler was working. As the boiler had not broken down, I am satisfied that Acromas has not acted unfairly by not arranging a claim to investigate the error code. This is because there was no emergency event as defined by the policy.

Mr T has also raised concerns regarding the time he was told it would take for an engineer to attend when he reported his boiler had broken down. I understand that Acromas told Mr T that an engineer would not be able to attend to his emergency until the next day. It has also said that it aims to attend to an emergency within 24 hours of it being reported.

Having reviewed the policy terms and conditions I cannot see that Acromas has provided any guarantees regarding when an engineer would attend to an emergency. Whilst I appreciate that being without heating and hot water over night would be distressing, unless there is a major threat of further damage being caused ie an uncontrollable leak, I do not consider it unreasonable for a business to arrange to attend to within 24 hours or possibly longer.

my final decision

My final decision is I do not uphold this complaint and I make no award against Acromas Insurance Company Limited.

Christopher Tilson
ombudsman