

complaint

Mr C complains that Acromas Insurance Company Limited mishandled his claim under a central heating boiler insurance policy.

background

Mr C says his family includes a son who has special dietary and other needs. Mr C called for help when – in the winter - his boiler would not provide heating and hot water. As Acromas could not fix it for a few days, it agreed to pay for alternative accommodation. Mr C sent Acromas an invoice but it did not pay it.

The adjudicator didn't recommend that the complaint should be upheld. Based on the documents Mr C provided, the adjudicator didn't think that Acromas acted unreasonably by declining to pay accommodation costs.

Mr C disagrees with the adjudicator's opinion. He says, in summary, that Acromas agreed to pay £600 for four nights' private accommodation, for which he has provided an invoice. Acromas sent him a cheque for £150 in an incorrect name and – after he returned it – did not send him a replacement, he says.

my findings

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

It took Acromas nearly two days to send an engineer. I accept that this disrupted two working days for Mr C. But a boiler breakdown is often inconvenient. And I don't think Acromas was responsible for serious delay. Mr C has not provided enough detail to support his claim that it caused him a loss of earnings.

The engineer had to order a spare part which would not be available until after the weekend.

The policy provided for alternative accommodation. It said:

“Where your home is uninhabitable, for 48 hours or more, due to an emergency where we are providing assistance, we will reimburse overnight accommodation costs up to £150 per night (including VAT) for up to 3 nights. The accommodation MUST be authorised by us...”

So Acromas offered Mr C hotel accommodation. But he needed somewhere with cooking facilities. And Acromas agreed to pay the invoice for accommodation he arranged privately.

I think Mr C still had to satisfy Acromas that the invoice was for a genuine “arm's length” transaction.

After Acromas did the repair, Mr C sent in a third party's invoice for accommodation. It was for exactly £150 per night – the maximum allowed under the policy. And there was no receipt or other evidence of payment.

Later Mr C sent in the third party's letter of receipt for payments made in cash.

But - from the circumstances and the documents - I don't think Acromas treated Mr C unfairly or unreasonably by turning down his claim.

I accept that there were some shortcomings in the service Acromas provided. This caused Mr C some extra upset and put him to some extra trouble at an already difficult time for him and his family. Acromas sent Mr C a cheque for £150. If he has not cashed it, then I expect Acromas to provide a replacement. Taking that into account, I don't think it would be fair and reasonable to order it to pay him anymore.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I 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 11 September 2015.

Christopher Gilbert
ombudsman