

complaint

Mr P complains that Ageas Insurance Limited gave him poor service under an insurance policy which covered his boiler.

background

Mr P's policy was underwritten by Ageas. He called for help with his central heating and hot water. He complained that Ageas said his boiler was beyond economic repair (BER). In the end, another company repaired his boiler for about £199.

The adjudicator recommended that the complaint should be upheld. He thought that Ageas was responsible for poor service and causing distress and inconvenience. He recommended that Ageas should pay Mr P:

1. £50 in reimbursement of its call-out fee;
2. £199 in reimbursement of Mr P's repair cost;
3. £200 for distress and inconvenience.

Ageas disagrees with the adjudicator's opinion. It says, in summary, that it made a reasonable decision based on information from its engineers.

my findings

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

Where I refer to Ageas, I include its engineers and other agents for whose actions I hold it responsible.

I accept Mr P's statement that he paid a call-out charge or policy excess of £50.

Ageas told Mr P his boiler was BER. But it then gave him conflicting and confusing information.

And – from what happened next – I'm not satisfied that the boiler was BER at all.

After about three weeks - during the winter - Mr P got another company to fix his boiler at a total cost of about £199.

I keep in mind the terms of the policy.

I find it likely that – three weeks earlier – Ageas ought to have done the same repair at a similar cost to it – but free of charge to Mr P. So I think it's fair and reasonable to order it to reimburse the call-out fee and the £198.99 with interest at our usual rate.

I think Ageas unfairly and unreasonably refused to help Mr P with a repair which it ought to have covered. It also left him feeling that it was ignoring his complaint. I don't doubt that this caused him extra upset and put him to extra trouble at an already difficult time for him. I think Ageas has made this worse by its response to the adjudicator's opinion. Overall, I think it's fair and reasonable to order Ageas to pay Mr P £225 for trouble and upset.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I order Ageas Insurance Limited to pay Mr P:

1. £50 in reimbursement of its call-out fee;
2. £198.99 in reimbursement of his repair cost;
3. simple interest on those amounts at a yearly rate of 8% from 11 February 2015 to the date it pays him. If it decides it has to deduct tax from the interest element of my order, it shall send Mr P a tax deduction certificate when it pays him. He can then use that certificate to try to reclaim the tax, if he is entitled to do so;
4. £225 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 23 November 2015.

Christopher Gilbert
ombudsman