

## **complaint**

Mrs K complains that Ageas Insurance Limited gave her poor service under a home assistance insurance policy.

## **background**

Mrs K had insurance underwritten by Ageas on a property which she let to tenants. She called for help with the central heating boiler. She complained that Ageas unnecessarily supplied goods and services beyond the policy limits – so she had to pay the excess. And it didn't fix the problem, she says.

The adjudicator recommended that the complaint should be upheld in part. He thought that Ageas could have repaired Mrs K's boiler sooner and avoided a large proportion of the delays that occurred. The adjudicator recommended that Ageas should pay Mrs K compensation of £200.

Ageas disagrees with the adjudicator's opinion. It says, in summary, that £100 would be enough.

## **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 agents for whose actions I hold it responsible.

Mrs K says she was abroad when the boiler broke down. Within the first week, she asked Ageas to contact the boiler manufacturer – who offered a repair for a fixed fee of about £250. She says that the manufacturer later told her that it would have recommended changing the pressure switch before the fan.

But I think Ageas was entitled to rely on its own engineers. And Mrs K hasn't provided enough technical detail to persuade me that it was unreasonable that Ageas did work to the fan first. She paid about £61 for this.

But Ageas then said it needed a new pressure switch. After it gave her a discount of about £50, this cost Mrs K a further sum of about £140.

She also paid a further sum of about £188 for a heat exchanger and for a flush of the system.

Ageas later gave Mrs K a refund of about £65.

I accept that Ageas needed some time to source parts. But it had left the property without heating and hot water for over two weeks in the winter. I think Ageas could and should have avoided at least some of this delay. For example it spent time in unfruitful discussions with its first contractor and with the boiler manufacturer.

This put Mrs K to some trouble, including dealing with complaints from her tenants.

And I don't doubt that she was annoyed when she had another similar fault with the fan a couple of months later in the same winter. She got the manufacturer to fix it at a cost of £95. But she hasn't provided enough technical detail that Ageas caused or failed to prevent that fault.

I keep in mind the terms of the policy. And I don't share Mrs K's view that Ageas caused her a financial loss or that it should reimburse more of her outlay.

Overall I agree with the adjudicator that it's fair and reasonable for Ageas to pay Mrs K a further £200 for trouble and upset.

**my final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order Ageas Insurance Limited to pay Mrs K £200 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 19 October 2015.

Christopher Gilbert  
**ombudsman**