

complaint

Mr M complains that Ageas Insurance Limited gave him poor service under a home emergency insurance policy.

background

When his boiler broke down, Mr M rang for help under the policy. He complained that it took over a week to get his boiler fixed.

The adjudicator recommended that the complaint should be upheld in part. He thought that the insurer was responsible for the poor service of the engineer and the effect this had. The adjudicator recommended that the insurer should pay Mr M £150 compensation for the distress caused.

The insurer disagrees with the adjudicator's opinion. It says, in summary, that there was only a one-day delay.

my findings

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

Ageas was the insurer responsible for dealing with claims. So I hold it responsible for the quality of service provided by its helpline provider and the engineers it appointed.

The policy terms included the following:

*"We will assist **you** and pay for the **call out**, labour and parts and materials involved in repairing or rectifying the breakdown of **your domestic boiler at your home**.
In the event of an **emergency**, we will undertake to obtain spare parts as quickly as is reasonably possible.
In the event it takes more than 60 hours to achieve this from the first point at which **our approved engineer** visits **you** and diagnoses the requirement, we will pay a fixed benefit of £40 toward providing alternative heating."*

Mr M called for help on a Wednesday morning in early March. He was without central heating and hot water. No doubt he was already experiencing some inconvenience and upset – made worse by his concern for his wife and young grand-daughter.

Keeping in mind the policy terms, I can't say it was unreasonable that the insurer at first offered to send an engineer the next day.

In the event, the insurer arranged for the first engineer to inspect Mr M's boiler later the same day. He diagnosed the need for a new printed circuit board (PCB). But that engineer then failed to provide a report or estimate of costs. I accept that this caused delay.

By Friday evening, 60 hours had gone by. So I think it's clear that Mr M was entitled to the £40 towards providing alternative heating.

The insurer appointed another engineer on the Friday. But he visited on Sunday evening.

I've seen his note dated the same day as follows:

"Find power going to boiler, no display on boiler, checked fuses, overheat stat, 1x main pcb and display boards ordered through parts arena"

So I find that he ordered the parts that day without waiting for approval from the insurer.

The policy excludes any compensation for any delay in sourcing parts.

But I've not seen enough evidence of exactly when the engineer received the parts.

From what Mr M says, and from the insurer's file, I accept that – on the Monday – he received a call from an electrician who didn't know about the PCB. I hold the insurer responsible for this causing Mr M annoyance at an already difficult time.

The engineer had received the parts by the Wednesday - when he fitted them.

Overall, I find the insurer responsible for about three days of delay (excluding delay in sourcing parts). And I don't think that the insurer communicated properly with Mr M.

The insurer says it paid Mr M the £40. Apart from that, the policy excludes reimbursement of financial loss. And in any event Mr M hasn't provided enough details and documents to support his claim for extra heating and travel costs. So I don't think it would be fair and reasonable to order the insurer to pay him any.

But I think it's fair and reasonable to order the insurer to pay compensation for the extra trouble and upset caused to Mr M by the delays and by the shortcomings in its communications with him. I think £150 is fair for this.

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 Mr M £150 for upset and trouble.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 28 December 2016.

Christopher Gilbert
ombudsman