

complaint

Mr R complains that Aria Insurance Limited refuses to give him a £450 discount on the cost of a new boiler, after it declared his boiler beyond economical repair. This discount is in line with his policy terms and conditions.

background

Mr R made a boiler repair claim in 2012. Due to the age of the boiler it was declared beyond economic repair, which Mr R's policy allows for. If the boiler is declared beyond economical repair the policy also states that if you use an approved contractor to undertake the replacement, Aria will make a contribution of £500. Aria will not make a contribution if you use a contractor which it did not approve. (Mr R mentions £450 in his complaint form due to some confusion over the VAT element of the £500).

Following his boiler being declared beyond repair, Mr R made various attempts to contact the approved contractor and obtain a quotation. It appears that the contractor was not available, so Mr R eventually used a different contractor, and then sought to claim his £500 contribution. As Mr R used a 'non-approved' contractor, Aria refused payment. Mr R therefore brought a complaint to us.

Our Service's adjudicator considered the matter and felt that Mr R had done enough to try and contact the approved contractor, and that the failure of the discount offer was not his fault. They felt he should receive the £500 discount plus £75 for the trouble caused him by the general handling of the matter.

Aria disagreed, in particular as Mr R could have got a good deal outside of the approved contractor, which would have rendered the £500 discount unattractive. This is because the approved contractor could have quoted more than £500 on top of any other quotation obtained. The adjudicator therefore asked Aria to supply a quotation for the work Mr R had done. This they did and it appeared that Mr R would have benefitted from the discount.

Aria responded and stated its quotation was wrong, and provided a new quotation which confirmed that Mr R would have been better off going to the non-approved contractor as they were cheaper even with the discount. The adjudicator felt that this was inappropriate as the first quotation was given without benefit of knowing the non-approved contractor's costs, and altering the quotation once these were disclosed seemed disingenuous.

As agreement could not be reached the case has been passed to me.

my findings

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

It is clear that Mr R's policy allows for the £500 discount. I also agree with the adjudicator that he made sufficient attempt to obtain this via a quotation and it is the failing of Aria and its agents that rendered this attempt unsuccessful. So, he should receive this benefit if applicable.

Looking at the quotation process undertaken by the adjudicator, I am in full agreement that this was the right way forward and that the blind quotation was the fairest way to handle this.

I note Aria's contention that the original quote was on the wrong basis but feel this must be a matter between them and the quoting agents. I will base my decision on the original quotation provided, the directions for this were very clear from us.

Based on that Mr R qualifies for the discount, so should be paid the £500. He should also receive the £75 for poor service.

my final decision

I award Mr R £500 in respect of his lost opportunity to obtain the contractor discount and £75 for the service he has received when pursuing this, against Aria Insurance Limited.

Christopher Tilson
ombudsman