

complaint

Mr T complains that Acromas Insurance Company Limited failed to repair a leak that it identified during an annual service and that when the boiler broke down it was deemed as beyond economic repair.

background

A routine annual service was carried out by Acromas on Mr T's boiler in December 2012 during which the engineer noted that there were signs of a leak on a pipe and suggested the Mr T monitor this.

In early February 2013 the boiler stopped working. Acromas told Mr T that it was unable to attend for several days and agreed to cover the cost of a private engineer to attend.

Mr T arranged for his own private engineer to attend the same day and he diagnosed that the repair would be £700, or a replacement £1,200. Acromas deemed that the cost of the repair meant that the boiler was beyond economic repair, as the boiler was worth approximately £600. The policy does not provide cover for repairs in such circumstances but does provide for a payment of £250 to be paid towards the cost of a new boiler. I understand that this has already been paid to Mr T.

Mr T disputed this and Acromas arranged for an engineer to attend to reassess. The second engineer confirmed that the boiler was beyond economic repair.

Whilst Mr T seems to accept that the boiler was uneconomic to repair he considers that Acromas is responsible for the replacement of the boiler, as he says that it failed to address the leak during the annual service.

Our adjudicator did not recommend that the complaint should be upheld because he considered that the policy terms were sufficiently clear and Acromas had not acted unreasonably.

Mr T did not accept the adjudicator's assessment. He considers that the engineer should have repaired the leak during the annual service and this would have prevented the boiler from breaking down. He also says it was unreasonable to suggest that he monitor the boiler for the leak as he is disabled and would have difficulties with this.

Mr T is also unhappy that Acromas did not attend to the emergency when he reported the breakdown of his boiler. He says that the policy was mis-sold on the basis of claims that it would be available "any time day or night" to "prevent damage to your home" but it did not do so.

As a result of the on-going dispute, the matter has been referred 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.

Mr T's policy was intended to provide cover for home emergencies such as that which occurred to him when his boiler broke down. I can therefore understand his frustration and disappointment when he was unable to rely on them to attend. However, it is a fact of life that sometimes this happens, due to circumstances at the time for example, extreme

weather or other conditions that mean that the insurer's resources are stretched. In such circumstances I would expect an insurer to act reasonably.

On this occasion it told Mr T that he could go ahead and instruct his own engineer, rather than wait for one of its own. Whilst this may have been disappointing for Mr T to have to do this, it seems that he was able to get someone to attend relatively promptly at Acromas' cost. In the circumstances it seems to me that Acromas acted reasonably in doing so.

Mr T has suggested that as his own engineer only attended late afternoon the damage had already been done and that if Acromas had attended immediately he called then this may have been prevented. However, Acromas would not necessarily have been able to attend any earlier than that either, even if it had been able to attend in accordance with the policy cover.

Mr T says that there was evidence of a leak during the annual service and that if this had been repaired then, it might have meant his boiler would have been economically worth repairing and he would not have incurred the cost of replacing it.

It appears that the engineer who carried out the service saw evidence that there had been a leak but, and I do not think this is disputed, there was no leak at the time of the service. Mr T says that nevertheless, the engineer should have carried out further investigations at that stage and this would have meant the leak was repaired and the subsequent breakdown would not have occurred.

I am not however, persuaded that his advice to monitor the leak at that stage was necessarily incorrect or unreasonable. There had been no report, as far as I am aware, of any problem with the boiler and there was no leak present at the time. There was only evidence that there had been a leak at some point previously. And it seems that there were no other problems reported between the date of the service and the claim in February 2013.

Mr T has also said that it was inappropriate to ask him to have monitored the leak himself, as he was unable to do so. However, as far as I am aware he did not make Acromas aware of this at the time.

my final decision

For the reasons set out above, and in spite of my natural sympathy for Mr T's position, I do not uphold this complaint against Acromas Insurance Company Limited.

Harriet McCarthy
ombudsman