

## **complaint**

Mr C complains about how Acromas Insurance Company Limited dealt with his home emergency insurance claim.

My references to Acromas include its agents.

## **background**

In January 2017 Mr C's boiler broke, he wasn't able to get hot water and heating at the same time. Acromas' engineers made numerous visits between January to May 2017 to try to fix the boiler under his policy. The engineers changed various parts but said they couldn't find the cause of the problem as it was an intermittent fault and the fault codes on the boiler weren't always showing during their visits.

During the final visit an engineer found high carbon dioxide levels from the boiler so a full inspection was carried out. The engineer said there was a problem with the flue and the boiler had been installed incorrectly, at an angle. Acromas said it wouldn't cover the boiler until the corrections were made. Mr C didn't agree. He instructed his own engineer who said there were no faults with the flue. He also sent photos to Acromas which he said showed, using a spirit level, the boiler was straight. Acromas arranged for another engineer to look at the boiler for a second opinion but that appointment didn't happen as Mr C had got a new boiler. He felt he had no other choice. Acromas offered to pay £250 towards the cost of his new boiler.

Mr C complained to us. He says the engineers arranged 14 visits but 5 were cancelled. He wants compensation, his policy excess refunded and for Acromas to pay a larger contribution to his boiler. Acromas then offered £50 compensation for the two visits it said it had cancelled.

Our investigator explained why she thought Acromas had now made a fair offer.

Mr C didn't agree. He said Acromas had no real reason to withdraw cover as the flue couldn't be faulty as it's on his new boiler and has been passed as safe by a gas safety engineer. The photos he sent showed the old boiler wasn't fitted on an angle. He also said none of Acromas' other engineers had told him there was a problem and the boiler had been in that position for 7 years and worked fine until January.

## **my findings**

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

On the evidence I have I think Acromas has now made a reasonable offer of £50 compensation and £250 towards the new boiler cost in response to Mr C's complaint.

From Acromas' records its engineers made 10 visits to try to repair Mr C's boiler over 4 months, and 2 visits were cancelled. Mr C was already in a frustrating situation with the boiler working properly only intermittently so the cancelled appointments would have been inconvenient and annoying. I think the £50 compensation offer Acromas has now made for the missed appointments is a reasonable amount to reflect that.

I don't think any compensation is payable for Acromas' failure to repair the boiler over the 4 months. The engineers explained why it was difficult to find the cause of the intermittent problem. Mr C realistically accepts that in these circumstances the engineers reasonably took 'a trial and error approach'. I've not seen any evidence to show the boiler wasn't repaired due to the engineers missing an obvious fault.

I've also no basis to say that Acromas must refund the excess Mr C paid. The policy says an excess must be paid for 'every attended incident'. From Acromas' notes it looks as if it charged just one excess or all the visits which was reasonable.

The main issue for Mr C is that he feels Acromas wrongly withdrew cover for the boiler which meant he had no choice but to get a new boiler that worked properly. I've no doubt that he was in a difficult situation. He and his young family had been without a permanently fully working boiler for a long time including some winter months. But from the evidence I've seen I don't think Acromas acted unreasonably in withdrawing cover and taking other action when it did. Even if it was unreasonable I'm not persuaded Acromas would have been able to fully repair the old boiler. I'll explain why.

The policy excludes a boiler that hasn't been installed correctly to current legislation and manufacturer's instructions. So when Acromas' engineer told it Mr C's boiler/flue was installed incorrectly it acted reasonably in telling him (on 5 May) it was withdrawing cover. At that time its engineer's report was the only information it had and it could reasonably rely on that report. On 10 May Mr C told Acromas his own engineer had assessed the boiler was installed correctly, but there's no report by his engineer to confirm that. Acromas' notes say that on 24 May it saw Mr C's photos showing the boiler looked straight. Having seen that information it decided to get a second opinion and left Mr C a voicemail saying it wanted to visit the next day.

It's not clear if Acromas received the photos much earlier than 24 May. But even if it got them around 10 May I don't think 2 weeks is a significant delay for a business to assess the new information and decide its next action. When it saw information that suggested its engineer's report might not be correct it acted reasonably in arranging to get a second opinion. By that time Mr C already had a new boiler so the timing didn't help Mr C and he says Acromas should have got a second opinion around the 5 May. I don't know what the outcome of the second opinion on the old boiler would have been. But even if it showed the boiler and flue were installed correctly, for the reasons above, I think Acromas acted fairly in not getting a second opinion sooner.

Even if Acromas had reinstated cover before the old boiler was removed I think it probably wouldn't have been able to permanently repair the fault. It hadn't been able to do so over 4 months, and there's no evidence that it should have reasonably done so. I don't know if Mr C looked into getting the old boiler fixed by someone else before deciding to get a new one. But him choosing to get a new boiler suggests that the old one was likely to be beyond economic repair. Mr C's policy says if his boiler is beyond economic repair and 7 years old or more Acromas will give him £250 towards a replacement boiler. Acromas has offered £250 for the 7 year old boiler, on receipt of the invoice and installation report for the new boiler, as it needed to under the policy. That's a reasonable offer and I've no basis for saying that Acromas should pay Mr C a larger contribution than £250.

### **my final decision**

I require Acromas Insurance Company Limited to pay Mr C:

- £50 compensation for his inconvenience due to missed engineers' appointments, and
- £250 (if not already paid) towards his new boiler cost once Mr C sends it the invoice and installation report for the new boiler.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 28 December 2017.

Nicola Sisk  
**ombudsman**