

## **complaint**

Mr L is unhappy that Ageas Insurance Limited didn't repair his boiler under his home emergency insurance policy.

## **background**

I issued my provisional decision on this matter in July 2015, an extract from which is copied below:

*"In November 2013, Mr L told Ageas that his boiler wasn't working. An engineer attended but he said that parts were needed. These were ordered and a second engineer came out a few days later to fit them. However, the boiler still didn't work. A third engineer came out a few days after this but he said that as the boiler was over 10 years old, it couldn't be repaired as the policy doesn't cover such boilers.*

*Mr L is very unhappy with this. He says that the boiler is less than 10 years old anyway and has provided evidence of this; and questions why Ageas tried to repair it in the first place, if it thought it wasn't covered. His tenants didn't have heating or hot water, while this was going on and so Mr L had a new boiler installed in January 2014.*

*Ageas hasn't accepted that it did anything wrong, even after Mr L provided evidence that the boiler was less than 10 years old. It also objected to us looking at the complaint because it was brought to us more than six months after the claim he's complaining about.*

*One of our adjudicators looked into the case. He considered that it was within our jurisdiction and that he thought that the boiler should have been repaired under the policy. As it had now been replaced, he recommended that Ageas should pay compensation of £250 for the trouble and upset that was caused to Mr L.*

*Ageas didn't accept the adjudicator's opinion. It said that it was entitled to rely on the opinion of the engineer in November 2013 to decline the claim. Mr L didn't provide evidence that the boiler was under 10 years old until five months later, when it was agreed correctly that cover would be reinstated. Ageas also said that Mr L failed to provide details of his complaint to it directly but instead escalated his complaint to us twice.*

*Mr L has also suggested that compensation should be paid up to the policy claim limit of £500.*

*As the matter couldn't be resolved, it has been passed to me.*

### **jurisdiction**

*The events that Mr L is complaining about began in November 2013 and he first raised a complaint to Ageas then. However, Ageas didn't resolve the complaint and it also didn't issue a final response letter – as it's required to do – together with notification that he would need to bring his complaint to us within six months of that letter.*

*Our rules provide that a complaint should be referred to us within six months of the business' final response letter. As no final response letter was issued by Ageas in this case, there was no time limit that would apply to Mr L. I consider therefore that this is a case that we can look at.*

### **findings**

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

*Ageas incorrectly declined to carry out any other repairs to Mr L's boiler. His boiler wasn't more than 10 years old and therefore it should have repaired it, subject to the other policy limits.*

*Ageas seeks to criticise Mr L for not providing the evidence of the age of the boiler until April 2014 but it doesn't appear that he was asked for it before that. And he didn't think he'd need to provide it, as Ageas had been carrying out repairs up to that point. Mr L was therefore left with a boiler that wasn't working and tenants significantly inconvenienced. He had purchased this insurance to prevent such problems and to provide peace of mind.*

*I therefore agree with the adjudicator that some compensation is appropriate to reflect the trouble caused to him. However, I consider this should be higher than the adjudicator recommended because Ageas didn't complete the repairs that it was obliged to carry out in accordance with the insurance contract.*

*I don't know how much the repairs would have cost to complete and Mr L chose, understandably, instead to have the boiler replaced. I note the claim limit is £500 and Ageas had already paid for some repairs; I don't know how much of this limit was left. It therefore seems to me that the reasonable outcome would be for Ageas to pay the total sum of £500, to include compensation for the inconvenience and trouble caused, and to account for the repairs that should have been carried out under the policy.*

### **my provisional decision**

*I intend to uphold this complaint against Ageas Insurance Limited to pay the sum of £500 compensation for the trouble and inconvenience caused by its handling of his claim."*

### **developments**

I invited both parties to provide any further information or comments that they wanted considered before I issue my final decision.

Ageas has responded. It provided details of the cost of repairs it did carry out as being £448. While it accepts there was some delay on its part it puts this at around two months and still considers that most of the delays were caused by Mr L not providing proof of the age of his

boiler for around six months. It therefore doesn't accept that the sum of £500 is warranted and says that £100 would be more appropriate compensation in this case. It has asked that if I still believe that a higher amount is appropriate, to provide my reasoning so that it can consider it further.

Mr L has also responded. He confirms he accepts my provisional decision and has no further information to add. He's pleased that it has been acknowledged that Ageas failed to follow its own complaints procedure. He, however, doubts that it will cooperate with any decision made, given that it told him previously that this service can't make it reverse the decision about the claim and that it didn't 'frankly care of their intervention'.

### **my findings**

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

Ageas has again sought to blame Mr L for the delay in establishing the exact age of his boiler. I already commented that I didn't think this was fair, given that he hadn't been asked for proof of the boiler's age. In any event, the fact remains that the boiler was covered and Ageas wrongly said it wasn't. I see no reason to change my mind about this and therefore remain of the opinion that Ageas is responsible for all the delay in this case and the inconvenience that flowed from this.

I provided a provisional decision setting out my reasons as to why I thought that Ageas should pay the sum of £500 compensation in this case. Ageas has had the chance to respond to that and therefore the next stage of the process is for me to issue a final decision. There is no reason to give Ageas another chance to comment on the compensation I've already provisionally decided is warranted in this case.

I remain of the opinion that the sum of £500 is appropriate compensation to take account of the repairs that Ageas should have carried out under the policy and to reflect the inconvenience caused to Mr L by its handling of this claim.

### **my final decision**

I uphold this complaint against Ageas Insurance Limited and require it to pay Mr L the sum of £500 compensation for the trouble and inconvenience caused by its handling of his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 23 October 2015.

If Mr L accepts the decision by that date then it becomes legally binding and can be enforced if Ageas Insurance Limited doesn't comply with it.

Harriet McCarthy  
**ombudsman**