

complaint

Through her son Mr B, Mrs B complains that Acromas Insurance Company Limited gave poor service under a home emergency insurance policy.

background

Mrs B's central heating boiler stopped working properly. Mr B called for help under the home emergency insurance. But the insurer said it couldn't help. So he engaged a company which - in the end - supplied a new boiler. Mr B complained that the insurer should pay for it.

The investigator didn't recommend that the complaint should be upheld. He thought that Acromas acted fairly and within the terms of the policy. He didn't think it fair to ask Acromas to cover the cost of the new boiler, or make a contribution towards it.

Mr B disagrees with the investigator's opinion. He says, in summary, that - after stating that it wouldn't help - the insurer offered to send out another engineer.

my findings

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

Acromas says Mrs B's boiler was installed in a cupboard about eight years ago. I've seen a photograph of it. And I accept that it was installed without enough space around it.

Mr B has recently sent us a copy of an invoice for fitting an expansion vessel in 2014. But that doesn't persuade me that the boiler was installed properly.

And I don't think the expansion vessel is the same as the diverter valve. So I don't think the invoice supports Mr B's statement to us in February 2017 that:

"we had the diverter replaced by an [independent] engineer some 2 years previously"

The insurance policy was branded with the name of another company but Acromas was the insurer responsible for dealing with claims. So where I refer to Acromas or the insurer, I include engineers and others for whose actions I hold Acromas responsible.

I've seen the policy terms and the policy summary. I'm satisfied that they applied to the policy.

The policy provided that if the boiler was beyond economic repair (BER) the insurer would pay a contribution of up to £250 towards the cost of a new boiler. Like most such policies, Mrs B's didn't cover a boiler which hadn't been properly installed.

When the boiler stopped working Mr B contacted the insurer on 5 January.

An engineer visited the next day. He inspected the boiler and said there was probably a fault with the diverter valve. But he said that - because of the way the boiler had been installed - there wasn't enough space to carry out the repairs.

Acromas declined Mr and Mrs B's claim because the boiler hadn't been properly installed.

Acromas offered to send another engineer to give a second opinion. But Mr B said he'd already involved his own engineer.

Mr B has sent us two versions of the invoice from his engineer. The first said he'd dumped the old boiler and replaced it with a new one – at the cost of £1,200.

The second version of the same invoice said that the engineer had replaced the diverter valve and the printed circuit board but – as the boiler still wasn't working – he replaced it.

Those invoices don't provide enough evidence to persuade me that the Acromas engineer was wrong to say that the old boiler wasn't correctly installed. From the photograph I accept the Acromas engineer's statement that the old boiler wasn't correctly installed.

So I don't think Acromas behaved unfairly by declining to repair the old boiler – or to contribute to the cost of the new one.

I don't find it fair and reasonable to order Acromas to do any more in response to Mr and Mrs B's complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against Acromas Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs B to accept or reject my decision before 25 September 2017.

Christopher Gilbert
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