

complaint

Mr and Mrs L complain that the servicing and repairs Acromas Insurance Company Limited (“Acromas”) arranged for their boiler under their home emergency insurance policy were poorly carried out. As a result, they’ve paid over £1,600 for a new replacement boiler, and want Acromas to refund this.

background

Mr and Mrs L’s boiler was supplied and fitted (not by Acromas) some time in 2011. In 2013, they took out an insurance policy, underwritten by Acromas, for the boiler to be serviced and repaired. It was serviced under the policy in summer 2014 and 2015.

In September 2015, a heating cock in the boiler snapped causing a leak. Acromas arranged for this to be repaired under the policy.

In November 2015, the boiler broke down. Acromas arranged for an engineer to attend, who said a replacement part was required. A second engineer attended a few days later and fitted the part. However, he said the hot water supply wasn’t working because of a blocked heat exchanger. After discussions with Mr L he made the following note on the service sheet, which was signed on Mr L’s behalf:

“I have replaced the primary thermistor booked in by previous engineer. The blr is now working but I have found other faults on blr. These are a blocked plate to plate heat exchanger so hot water is not working and also surface rust on blr chassis. The customer has informed me that he intends to have blr replaced in the next few weeks and is happy to leave the blr at risk and left on as the central heating is now working ok”.

Mr and Mrs L did arrange for a new boiler to be fitted by another supplier at a cost of over £1,600. However, they felt that if Acromas had carried out its service and repair contract properly over the previous two years, this wouldn’t have been necessary. So they asked Acromas to refund the cost of the new boiler.

Acromas wasn’t willing to do this. It said it had carried out the previous servicing properly, and there hadn’t been any problems, or evidence of rusting, when the 2015 service was carried out. It was quite possible for the rusting to have occurred since then. It said its engineer hadn’t said the boiler was beyond economic repair or had to be replaced; the decision to replace it was taken by Mr L as evidenced by the note on the service form signed on his behalf.

Our adjudicator didn’t recommend that this complaint should be upheld. She said that while she sympathised with the situation Mr and Mrs L found themselves in – feeling that they had to replace a boiler that was only some four years old – the evidence didn’t suggest Acromas’s engineers had missed any problems while carrying out the services. So she couldn’t say that Acromas should be asked to reimburse the cost of the new boiler.

Mr L responded to say, in summary, that the first engineer showed Mr L the inside of the boiler and the parts that had rusted and required replacement. He told Mr L that the boiler had been manufactured abroad and had a reputation in the trade of having a short life. (The second engineer also said this.)

The first engineer suggested the boiler would suffer further problems in the future, and that Mr L should consider ordering a better quality replacement boiler. After the engineer had ordered the replacement part required and left Mr L's house, Mr L contacted a boiler supplier and obtained a quote for a replacement boiler and an indication of when it would be installed.

The second engineer replaced the rusted component. However, he said a heat exchanger was blocked and really needed replacing. This meant no hot water was available. He was willing to leave the central heating working provided Mr L signed the work sheet to confirm he accepted that this was at his own risk.

As the boiler was made abroad, the engineer acknowledged it could be some time before a replacement heat exchanger was obtained and fitted, and the boiler was fully working again. Both Mr and Mrs L are elderly, and the breakdown happened in December. So Mr L took the view that he should order a new boiler with a guaranteed delivery date. It was in these circumstances that he agreed to sign the engineer's service sheet.

Mr L was also unhappy at the number of intermediaries involved between his wife and himself and Acromas. He thought this had contributed to his servicing and repair being poorly handled.

my findings

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

I do sympathise with the situation Mr L found himself in. He was faced with a broken down, unreliable boiler in the middle of winter, and uncertainty as to when it might be repaired and how long such repairs might last. Given the ages of his wife and himself, I can well understand why he decided to order a new boiler.

However, I can't reasonably say that their predicament was Acromas's fault. Mr and Mrs L could reasonably have expected their boiler to last more than 4/5 years. However Acromas didn't supply the boiler.

Acromas arranged for the boiler to be serviced in accordance with the policy. It arranged for it to be repaired in September 2015. And its engineers attended when it broke down again in November 2015. I can't say from the evidence I've seen that Acromas's engineers missed any problems they should have spotted while servicing the boiler and which resulted in the failure of the components in December 2015.

The engineers replaced the first broken component and restored the central heating, but not hot water. They didn't say that Acromas wouldn't replace the second broken component. They merely pointed out that replacing the second broken component might take some time because a part might have to be sourced from abroad, and after replacing it the boiler was still likely to be unreliable.

The decision to order the new boiler, while completely understandable, was Mr L's, and I can't reasonably require Acromas to refund the cost of this.

While I note Mr and Mrs L's frustration at the number of intermediaries that were involved between Acromas and themselves, I can't say that this had any significant effect on the service provided under their policy.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs L to accept or reject my decision before 26 September 2016.

Lennox Towers
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