

complaint

Mr K complains about the service he received from Acromas Insurance Company Limited (Acromas) after his boiler broke down.

background

Mr K had a boiler service policy underwritten by Acromas. When his boiler broke down, he called Acromas at around 9.00am on a Saturday. Acromas called him back at around 12.00 to say it wasn't going to be able to get an engineer to him that day due to high demand. So Acromas paid for Mr K and his family to stay in a hotel for the night. It said an engineer would be with him the next day between 11.00am and 2.00pm.

The next day, Mr K phoned Acromas and was told an engineer would be at his home between 12.00pm and 1.00pm. So Mr K and his family, which included an elderly relative, checked out of their hotel and returned home to wait for the engineer. When he hadn't arrived by 1.30pm, Mr K contacted Acromas and was told an engineer would be there by 4.00pm. When the engineer hadn't arrived by 4.00pm, Mr K chased Acromas again and was given a new time of 5.15pm. The engineer eventually turned up at 5.30pm. He made a repair and restored heating and hot water, but Mr K says this repair failed after a few days. Acromas reimbursed Mr K for the cost of getting a third party engineer to do another repair.

Mr K told Acromas he wanted compensation of £500 for the inconvenience suffered in having to chase for an engineer and having to wait longer than he was told for him to turn up. He says his family, including a vulnerable relative, had left the hotel that they could have stayed in until 4.00pm to return to wait in a cold house. He says if Acromas had been more organised and communicated better with him there would've been no need for them to have spent hours in a cold house. He also wants Acromas to reimburse the £15 parking charge he incurred at his hotel.

Acromas has acknowledged that its service wasn't up to expectations. It initially offered £30 compensation which it later increased to £50. Mr K wasn't satisfied with this, and referred his complaint to this service.

Our adjudicator considered that £50 wasn't fair compensation for the trouble and upset that Mr K and his family faced in having to wait from 9.00am on a Saturday until 5.30pm the next day to get their boiler repaired. She recommended compensation of £150 and Acromas agreed to pay this. Mr K wasn't satisfied that this reflected the additional inconvenience when the boiler repair didn't last and he had to arrange for another engineer to come and sort it out. Acromas has agreed to increase its offer of compensation to £200. Mr K thinks this still isn't enough, and has asked that his complaint be referred to an ombudsman. So the matter's been referred to me to make a final decision.

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'm going to uphold Mr K's complaint but I'm not going to ask Acromas to increase its offer of compensation and I'll explain why.

I think its clear, and Acromas accepts, that the service Mr K received fell below expectations. If Acromas had managed Mr K's expectations and either kept to time slots it had given, or kept him updated about changes to time slots, he could've organised himself and his family

better. There would've been no need for the whole family to have waited in a cold house for an engineer, and his elderly relative could at least have stayed somewhere warm.

But I also take into account that Acromas acknowledged at an early stage that it wasn't going to be able to repair Mr K's boiler on the day he reported the problem, and paid for a hotel for Mr K and his family for the night. It also agreed to reimburse him the cost of having a third party engineer come to fix the boiler when it broke down again as this was going to ensure that it was fixed in the shortest timeframe.

I think that in these circumstances, where the wait for an engineer was limited to a few hours, and where Acromas ensured that a follow up repair was made quickly, £200 is fair and reasonable to compensate for Mr K's trouble and upset and to cover his car parking.

my final decision

My decision is that I uphold Mr K's complaint and require Acromas Insurance Company Limited to pay Mr K compensation in the sum of £200.

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

Nigel Bremner
ombudsman