

complaint

Mr D complains that Acromas Insurance Company Limited (“AICL”) failed to attend an emergency when he experienced a fault with his boiler.

Mr D requests adequate compensation for the distress and inconvenience caused by failing to attend his emergency.

background

Mr D contacted AICL as he experienced a fault with his boiler, which was switched off by his private engineer who was carrying out an annual service. The business declined to attend as it believed that there had been third party interference.

It was explained to the business that the attending engineer had been carrying out an annual service, which was permitted as per the terms and conditions of the policy. Due to AICL declining to attend Mr D arranged for his own private engineer to alleviate the emergency and carry out the repairs to the boiler.

Several repairs were made, however, when Mr D incurred a cost for the repairs completed he contacted AICL requesting that it attend as he believed the repairs would be covered under his policy, he also told AICL that he would be submitting the receipt for the repairs completed by his private engineer. AICL agreed to consider the repair cost providing the damage was not caused by third party interference.

AICL agreed to attend in November 2012, the engineer identified that several parts would be needed and placed an order, it was also noted that the boiler was in poor condition.

AICL declined to complete the repairs to the boiler stating that Mr D needed some identified remedial work to be completed first, a safety notice was left that detailed the problems.

Over the course of several days Mr D attempted to contact AICL to get an update on his claim. However, due to the business declining to carry any repairs Mr D purchased a one-off repair cover from an alternative provider. Mr D's boiler was repaired and left safe and operational.

The complaint was brought to this service and assessed by one of our adjudicators. The adjudicator reviewed the information provided by Mr D and AICL, and concluded that the complaint should be upheld, as AICL had treated Mr D unfairly by declining to resolve his issues.

The adjudicator was not persuaded that AICL had been able to demonstrate that the repairs identified as remedial needed to be completed to in order to reinstate Mr D's heating and hot water. The adjudicator was also not persuaded that AICL had fairly applied the third party interference clause, as Mr D was able to demonstrate that the engineer who switched off the boiler was only attending to carry out an annual service.

The adjudicator upheld the complaint and made a recommendation to AICL which it agreed. However, due to an error by the adjudicator the recommendation to reimburse Mr D's private repair cost was not included in the initial adjudication. This error was brought to AICL's attention; however, it declined to reimburse this cost stating that the repairs by Mr D's private

engineer were for remedial work and not to alleviate the emergency. AICL told the adjudicator that it required proof that the repair was to alleviate an emergency.

The adjudicator wrote to AICL stating that due to it declining to attend the initial call out, it prejudiced Mr D's position and caused him to have a private engineer attend to alleviate the emergency. The adjudicator also told AICL that by declining to attend Mr D's emergency it waived its right to determine what would be deemed remedial work. Therefore, the repair cost incurred should be considered.

As AICL declined to consider the adjudicator's recommendation to reimburse Mr D's private repair cost, the adjudicator put the offers that were made to Mr D, which he declined. Mr D told the adjudicator that he would consider settlement of his complaint if AICL offered a lot more compensation. The adjudicator notified AICL that the offer had been declined by Mr D; however AICL told the adjudicator that it was not prepared to reconsider agreeing to reimburse Mr D's private repair cost.

The adjudicator reviewed the complaint again and recommended that AICL increase its offer for the distress and inconvenience caused, as Mr D had spent an unreasonable amount of time without heating and hot water during the winter period. AICL wrote to the adjudicator and queried the increase, it then agreed to the new recommendation once the adjudicator had clarified the reasoning for increasing the distress and inconvenience award.

The adjudicator contacted Mr D and advised him of the new offer, however, this offer was also declined. The adjudicator told Mr D that he believed that the offer was fair and reasonable and in line with cases with similar features. Mr D told the adjudicator that he wanted a considerable amount more in full and final settlement of his complaint.

The adjudicator contacted AICL and told it that Mr D had declined its offer; he also told AICL that Mr D would be possibly looking to take his complaint to the ombudsman or to court. The business agreed to increase its offer again.

The new offer was put to Mr D who declined it and requested that his complaint be put forward to me for final decision.

my findings

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

I agree with the adjudicator's assessment that this complaint should be upheld. However, from the information that I have reviewed, I am not persuaded that AICL should increase its current offer to Mr D.

AICL declined to reimburse Mr D's private repair cost, however AICL failed to provide any supporting evidence that the repairs Mr D had completed were remedial and not to alleviate the emergency. By AICL declining to attend the initial call out it failed to manage Mr D's expectations under the terms and conditions. The repairs listed on the repair sheet provided by the alternative business highlighted the parts needed to repair the boiler; these repairs were different to the repairs listed by AICL. The information provided would suggest that the remedial work was not required in order for AICL to reinstate Mr D's heating and hot water, and therefore AICL's decision to leave Mr D without heating and hot water was unreasonable.

The adjudicator's recommendation to reimburse Mr D's one-off repair cost, private repair cost and award for the distress and inconvenience caused, was in line with any recommendation I would have made. However, the adjudicator reviewed the information again and concluded that the award for the distress and inconvenience caused did not fairly reflect the length of time Mr D spent without heating and hot water, but also decided not to pursue the private repair cost as initially recommended.

I appreciate that the change in the adjudicator's stance may have been confusing; however, this matter was cleared up between the adjudicator and AICL. AICL agreed to the adjudicator's recommendation to increase the distress and inconvenience award by an additional £150. However, this was rejected by Mr D. In my opinion the increase for distress and inconvenience was fair and reasonable and in line with any recommendation I would have made.

As I understand it, having been told that Mr D had declined the offer made, AICL agreed to increase the award by a further £200, making the total offer £400. This offer was also declined by Mr D, who told the adjudicator that he wanted a considerable amount more.

Without any evidence from Mr D to justify this increase or to prove that he was at a financial loss, I am unable to agree that an increase in the award is warranted. It appears to me to cover the main areas of the dispute, both inconvenience and the cost of the earlier repairs.

my final decision

I make no increase to the offer by Acromas Insurance Company Limited.

Christopher Tilson
ombudsman