

The complaint

Mr L complains that Accredited Insurance (Europe) Ltd declined his home emergency claim.

Accredited Insurance is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agent. As Accredited Insurance has accepted it is accountable for the actions of the agent, in my decision, any reference to Accredited Insurance includes the actions of the agent.

What happened

In December 2022, Mr L phoned Accredited Insurance because he was having a problem with his heating.

Accredited Insurance told Mr L its engineers were currently very busy due to the time of year. It suggested Mr L get his own engineer to rectify the issue and send Accredited Insurance the invoice.

Mr L arranged for his own engineer to fix the issue. He sent Accredited Insurance the invoice, but he says it told him it needed to see a more detailed one, which he also provided. Accredited Insurance then informed him that there was no cover for the claim.

Mr L complained to Accredited Insurance, but it maintained its position. So, Mr L asked our service to consider the matter. He said he wanted Accredited Insurance to process his claim and pay him £175.

Our investigator didn't think Mr L's complaint should be upheld. He was satisfied that Accredited Insurance had acted fairly and in line with the policy terms when it declined the claim.

Mr L disagreed with our investigator's outcome and asked for his case to be reviewed by an ombudsman. He said he wanted the ombudsman to also look at it from a customer service angle and listen to the calls. He said Accredited Insurance had led him on to get the invoices together and submit them. If it had told him on the first call that the terms and conditions didn't cover the costs it would have been a different matter. He said the main source of his complaint was the delay, stress and inconvenience caused to him. So, the complaint has been passed to me to decide.

What I've decided – and why

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

Having done so, I've decided not to uphold Mr L's complaint. I'll explain why.

Under the boiler and heating system section of the policy terms, it says cover is provided for:

“An emergency relating to all or part of your central-heating system or your boiler and controls failing, caused by a breakdown or leak”.

In declining Mr L’s claim, Accredited Insurance has referred to wording in the policy terms that excludes cover for:

“lighting boilers, operating them correctly, or adjusting the time or temperature controls;”
And it’s also referred to this wording:

“We will not replace any item that cannot be repaired (for example, we will not replace water tanks, cylinders, radiators or radiator valves).”

The invoice Mr L provided from the engineer who fixed the issue with his heating shows an amount next to *“Replace wireless controls (existing controls inoperable) parts cost”* plus a charge for labour.

The wireless controls don’t seem to be included in the policy’s definition of *“boilers and controls”*. And, in any event, the policy doesn’t cover the costs of replacing an item. So, I think it was fair for Accredited Insurance to decline Mr L’s claim.

Mr L says his main complaint is that Accredited Insurance misled him and caused him delay, stress and inconvenience.

I’ve listened to the call where Mr L first raised the claim. There was a discussion about what the issue might be. The Accredited Insurance representative said that if the thermostat needed to be replaced it wouldn’t be covered, but if there was an issue with the boiler it might. So, I don’t think Accredited Insurance was in a position to tell Mr L whether or not the issue would be covered during the call.

The representative suggested Mr L try to get someone out to rectify his heating issue and send Accredited Insurance the invoice for the call out fee, parts and labour. He said: *“If it meets the terms and conditions of your policy, we could look to recover the cost of repairs up to your policy limit of £300...”*

There was further discussion about how a *“pay and claim”* worked. The representative said that if the parts and labour fell within the terms and conditions of the policy, Accredited Insurance could look to cover the costs up to the policy limit.

So, I’m satisfied that Accredited Insurance made it clear to Mr L that the costs of rectifying the issue might not be covered by the policy.

From what I can see Mr L was advised that there was no cover for his claim around six weeks after he first raised it. When he phoned to check on progress, Accredited Insurance told him that it had been busier than usual due to adverse weather. Keeping in mind the time of year, I’m not persuaded there was an unreasonable delay in notifying Mr L of the outcome of his claim.

I know my answer will be disappointing for Mr L, but I think Accredited Insurance has acted fairly and reasonably, in line with the conditions of the policy.

My final decision

For the reasons I’ve explained, I don’t uphold Mr L’s complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 2 August 2023.

Anne Muscroft
Ombudsman