

### **The complaint**

Mr D is unhappy with his insurers DAS Legal Expenses Insurance Company (DAS), who have declined his claim under his home emergency cover for his boiler not working properly.

### **What happened**

In June 2019 Mr D contacted DAS's agent and said that his boiler wasn't working properly. DAS arranged for an engineer to attend who replaced a part but this did not correct the problem. The engineer found that the boiler was blocked with scale and sludge and recommended a power flush. The engineer could not carry out a power flush as this was not covered under Mr D's policy.

Mr D complained to DAS that his policy doesn't exclude power flushing.

DAS responded to Mr D to say the policy covered failure of the main heating system, but not claims relating to normal day to day home maintenance such as servicing of heating and hot water systems. Since the claims decision remained the same, Mr D brought his complaint here. He said he hadn't received the entire policy document and as a power flush isn't described as not covered, it would be fair for DAS to cover it.

Our investigator did not uphold the complaint. He found that DAS fairly declined the claim as Mr D was not covered as a power flush was classed as a maintenance issue.

Mr D did not agree with our investigator and asked for a decision from an ombudsman.

### **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.

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of the complaint. Having done so, I will not be upholding this complaint. I will now give my reasons why.

In order to find out whether DAS acted fairly and reasonably towards Mr D when it declined his claim, I must first have a look at his policy and what it does and does not cover. Second, I must examine the report submitted by the engineer to see if DAS correctly and reasonably declined Mr D's claim.

### *The policy*

I have been provided with two policy documents, one that DAS relied upon and one that Mr D was given when he took out the cover. I am satisfied that both have the same wording. The policies state that: "*Claims relating to normal day to day maintenance (are not covered)*". I think it is clear that any maintenance issues are not covered by the policy.

Mr D said that he has his boiler regularly serviced. Generally, one of the requirements of a boiler service is to clean the interior to ensure it operates correctly. The engineer, who attended for DAS, found a build-up of scale and sludge in the boiler that he was unable to remove. - DAS stated that was not covered as it classed this as a maintenance issue and not a repair. - I am persuaded by this argument as there would have been a gradual build-up over time. Consequently, the requirement for a power flush was to maintain the boiler.

The policy does not specifically state that power flushes are excluded and DAS has indicated that power flushes can be used as a method of carrying out repairs. In this case, DAS found that the power flush would have been used to carry out routine maintenance which was why the claim was declined. Given this exclusion, I can not see how DAS acted unfairly when it declined the claim. Mr D will be aware that his policy is a home emergency policy rather than a service agreement. His policy covers sudden, unexpected events, whereas a power flush carried out after a long interval is clearing from the heating system material that has built- up over a long period and represents maintenance of the system.

### *The engineer's report*

I have been provided with a written report from the engineer who attended Mr D's boiler. - The engineer diagnosed a build of scale and sludge that prevented the boiler from working. I think that the build up of the sludge, indicates that the boiler hadn't been thoroughly serviced. - The service of the boiler was not the responsibility of DAS and so I don't think that DAS acted unfairly by declining Mr D's claim.

I am satisfied that there was a build up of debris in the boiler which would amount to a day to day maintenance issue, and for the reasons I have given, I think that DAS has dealt with Mr

D's claim fairly. In the circumstances, I am not minded to direct DAS to take any further action.

### **My final decision**

My final decision is that I do not uphold this complaint, for the reasons given.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 5 May 2020.

Ayisha Savage  
**Ombudsman**