

## **complaint**

Mr R complains that Ageas Insurance Limited won't cover the cost of a repair under his home emergency policy after it attempted and failed to repair his boiler.

## **background**

Mr R contacted Ageas when his boiler started leaking heavily in November 2016.

Ageas' engineer advised that the 'z pipe' had failed and needed to be replaced. Ageas authorised the work, accepting the problem wasn't down to the boiler not having had a recent service. The engineer didn't have the replacement part with him and would need to come back to fix the problem. So he turned off the water supply to the boiler, leaving Mr R and his family with heating but no hot water.

An engineer returned the next day to fit a new 'z pipe' and after turning the water back on, he found a second, slower, leak coming from the boiler pump housing. But as the running cost of the works was nearing the £250 policy limit, and as the part needed was a costly one, Ageas didn't automatically instruct the engineer to make further repairs. Instead, it suggested Mr R could save money by exploring the option of a fixed price repair by the boiler manufacturer.

Ageas confirmed to Mr R (later that day) that the manufacturer's fixed price option included the repair he needed at its standard £199 cost. Mr R went ahead with that option, which he arranged independently. He then complained to Ageas because both faults – with the 'z pipe' and the pump – could've been fixed in a single visit by the manufacturer's engineer and at a cost under the £250 policy limit. So he thought Ageas should pay £199 and compensate him for the inconvenience of arranging the repairs (and the delay to restoring his hot water supply).

Ageas reviewed Mr R's claim and concluded its engineers had correctly diagnosed the fault with his boiler, restored his heating but it wasn't responsible for the failure of other parts on his boiler. It didn't think its actions had caused excessive delay and so it wasn't prepared to offer Mr R compensation.

Mr R then brought his complaint to the Financial Ombudsman Service. Our investigator didn't think Ageas had done anything wrong but Mr R disagreed, so the complaint has been passed to me to decide.

## **my findings**

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'm not upholding this complaint. I'll explain why.

I can see that Mr R feels that both faults with his boiler could've been fixed in a single visit by the manufacturer's engineer and at a cost under the £250 policy limit. I don't doubt that's likely to be the case. But that's not to say Ageas has acted unreasonably here or that it needed to do more.

Mr R's policy covers sudden and unforeseen emergency situations which if not dealt with quickly would result in damage to his property or cause risk. There are policies available to

cover central heating system maintenance and failures. But this policy was for emergency situations only.

I've looked carefully at Mr R's policy document. It allows for Ageas' contractor to resolve an emergency by completing a temporary repair (or a permanent repair when this can be done at a similar cost). It explains that a temporary repair is a repair which will resolve an emergency but will need to be replaced by a permanent repair. And that the policyholder is responsible for making a temporary repair a permanent one. It also sets out the amount Ageas will pay in respect of any one claim is limited to a maximum of £250. And that faults or failures which result from the boiler not being maintained to a suitable level are excluded under the policy.

The engineer who attended the boiler and diagnosed the fault with the 'z pipe' noted that a large amount of water was present in the boiler housing. His temporary repair was to turn off the water supply to the boiler, which stopped the leak. I note Ageas agreed to cover the cost of its contractor returning to make the temporary repair permanent with a replacement part, as per the terms of the policy.

Mr R thinks it was clear that the water was leaking from more than one source and that the size of a leak suggested that the problem was with a major component of the boiler. So I think neither party disputes the 'z pipe' was faulty or needed replacing. As I see it, the dispute lies with whether this engineer should've diagnosed the problem with the boiler pump at the same time, allowing Mr R to arrange a repair by the boiler manufacturer sooner.

The engineer who attended the next day to replace the 'z pipe' noted the leak from the pump housing was not sufficient to turn off the boiler. This supports the original diagnosis that the 'z pipe' was faulty and the substantive cause of the leak. I think it is common sense that the boiler housing would need to dry out and then the water turned back on before the problem with the pump could be seen. And this couldn't happen until after the 'z pipe' had been replaced. So I can't reasonably conclude the first engineer to attend to the boiler was negligent in failing to spot the leak from the pump housing.

Mr R wants Ageas to cover the cost of manufacturer's fixed price repair. As I don't find it acted negligently or outside of the policy terms, I can't reasonably tell Ageas to pay for the cost of repairs that exceed the policy limit.

Ageas' contractor could've completed the repair/replacement of the pump but Mr R still would've had to pay for the cost of any works that exceeded the policy limit. Instead, Ageas tried to help Mr R keep his costs down by suggesting the manufacturer's fixed price repair – something it didn't have to do under the terms of his policy. So I don't think it's fair to tell Ageas to compensate Mr R for the inconvenience of arranging the fixed price repair.

I know this isn't the outcome that Mr R would have been hoping for, but in light of the circumstances, I can't conclude that Ageas has acted unreasonably and I'm not going to ask it to take any further action.

### **my final decision**

For the reasons I've given, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 13 July 2017.

Stefan Riedel  
**ombudsman**