

## **complaint**

Mr D complains that U K Insurance Limited gave him poor service under the home emergency section of his home insurance policy.

## **background**

Mr D's insurer wouldn't fix his central heating boiler- saying he hadn't maintained it. Mr D complained that he had to get someone else to fix it. He says his insurer should reimburse him.

Our investigator didn't recommend that the complaint should be upheld. She thought that the faults with Mr D's boiler arose due to a lack of maintenance.

Mr D disagreed with the investigator's opinion and asked for an ombudsman to review his complaint. He says, in summary, that the insurer fiddled the dates on invoices – and fiddled its reports.

## **my findings**

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

UKI was the insurer responsible for dealing with home emergency claims. So where I refer to UKI or the insurer, I include its home emergency service provider, its engineers and any others for whose actions I hold UKI responsible.

Like most home emergency insurance, Mr D's didn't cover his boiler unless it had been maintained in line with the manufacturer's instructions. In my experience all such instructions include an annual service to clean and check the boiler.

Also like most home emergency insurance, Mr D's didn't cover any work due to water scale deposits or sludge, including power flushing.

Mr D has sent us copies of two invoices from an engineer bearing dates in 2012 and 2013. The first is for fitting a washer. The second is for a diverter valve and heat exchanger. Mr D says the invoices are from 1 June 2017. But they are marked as paid by cheque. And Mr D hasn't provided evidence of the dates of payment. So Mr D has fallen short of persuading me that the invoices aren't what they seem – that is invoices for work done in 2012 and 2013.

I've seen a gas safety record from May 2016. So I accept that the boiler was safe to use until at least that time.

But that's not at all the same as saying that an engineer had done an annual service. There's not enough evidence of a recent annual service.

From its records, I find that in May 2017, Mr D asked his insurer for help. He says the hot water wouldn't come on without the heating.

The insurer sent an engineer on 24 May 2017. From his report I think he was concerned about cracked insulation. And he diagnosed a blocked plate heat exchanger. I think that must mean the plate heat exchanger was blocked by sludge or limescale. I can't think of

anything else that could've blocked it. And the insurer's engineer said that the blockage was to do with lack of maintenance.

Mr D hasn't provided enough technical evidence to show that the insurer's engineer was incorrect. So I think there had been a lack of maintenance such as an occasional flush of the boiler. That lack of maintenance had caused a build-up of sludge or scale that blocked the heat exchanger.

Therefore I don't think the policy covered the cost of fixing that problem with the boiler. And I don't find that UKI treated Mr D unfairly by explaining that to Mr D.

Going back to the two invoices Mr D has sent us, I reiterate that I think they were for work in 2012 and 2013. The invoices bear a name of a firm. That isn't the same as the name of the firm that issued a gas safety certificate on 1 June 2017.

But even if the two invoices were for work done in 2017, the engineer addressed them to Mr D. While Mr D may think that the insurer should've paid for that work, there's no evidence that it ever said it would. So I don't think the insurer is responsible for the way in which the engineer issued the invoices to Mr D – or for any error in the dates of those invoices.

I don't think it would be fair and reasonable to order UKI to reimburse Mr D – or to do anything further in response to his complaint.

#### **my final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against U K Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 5 April 2018.

Christopher Gilbert  
**ombudsman**