

## **complaint**

Mr S has a home emergency policy with Ageas Insurance Limited. He has complained that Ageas would not agree to repair his boiler when it broke down. It said the boiler had not been serviced for some time and was beyond economical repair (BER).

## **background**

Ageas sent an engineer to Mr S's property as the boiler was not working. The engineer did not repair the boiler as he decided it was BER due to a lack of general maintenance and servicing. Mr S disagreed and employed his own independent engineer who repaired the boiler for £160.

The adjudicator recommended the complaint should be upheld. He said the boiler was not BER as it could be repaired for that cost by an independent Gas Safe engineer. He recommended that Ageas should reimburse the repair costs to Mr S and that it should also pay £200 to recognise the trouble and upset it caused when it did not repair the boiler.

Ageas disagrees with the adjudicator's opinion. In summary, it says that the boiler was in poor condition because it had not been serviced. So it could refuse the claim under the terms and conditions of the policy. Its decision that the boiler was BER was correct and it should not have to pay any compensation.

## **my findings**

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

The terms and conditions of the policy state:

*"4. Primary Heating System  
We do not cover*

*e) Faults which in the opinion of an approved engineer are as a result of the boiler not being serviced within the last 12 months;*

*m) Replacement or repairing any loss or damage if the boiler is in the opinion of the engineer, beyond economical repair;"*

Whilst I appreciate Mr S has not provided Ageas with the service documents it requested, he has given us an invoice from an independent engineer which outlines the work completed to repair the boiler.

Although the engineer Ageas sent did say the boiler was in poor condition, I am not satisfied that the boiler was BER. It has been repaired at a reasonable cost and put back in working order.

Overall, I do not think Ageas was acting fairly when it decided not to repair the boiler. One of the factors it relied upon was that the boiler was BER but I am not satisfied that it was. It could be repaired for a reasonable cost.

I agree with our adjudicator that these events would have caused Mr S a degree of trouble and upset. The property is tenanted and he was left to find an engineer to make the repair.

This probably caused delay in the repair being made and inconvenience when he had to find and contact his own engineer. It would have been additionally inconvenient when he had to explain this to the tenants.

Overall, I think this complaint should be upheld. Ageas should reimburse Mr S's repair costs of £160. I also direct that it should pay him £200 for the trouble and upset he suffered.

**my final decision**

I uphold this complaint about Ageas Insurance Limited. I direct that it should pay Mr S £160 for the repair costs and £200 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr S to accept or reject my decision before 3 July 2015.

Keith Taylor  
**ombudsman**