

complaint

Mrs T complains about the work U K Insurance Limited (UKI) carried out under the home emergency cover of her home insurance policy.

My references to UKI include its agents.

background

UKI's engineer came to fix Mrs T's boiler. The engineer said the problem was with the valve and expansion unit. He returned to fit new parts but the boiler stopped working shortly after he left. He re-attended and said a new heat exchanger was needed which he would order.

Mrs T went on holiday and her relative chased UKI about the repair. It said it had looked into the matter and the cost of replacing the heat exchanger meant the boiler was beyond economic repair. It offered to pay £250 towards a new boiler.

Mrs T questioned the engineer's findings as the boiler was only about five years old. She arranged for her own engineer (who I'll refer to as Mr I), to look at the boiler. Mr I said he re-pressurised the boiler which then exploded and caused flooding. He believed the valve had been incorrectly fitted and this had caused the explosion. He fitted a new boiler, which also lost pressure, and he found there was a leak in the pipework under the conservatory. Mrs T wants UKI to pay for the new boiler and for Mr I's re-routing of the pipework.

UKI says its senior engineer inspected the old boiler after the explosion and couldn't say whether the valve had been wrongly fitted by its engineer.

Our adjudicator thought UKI didn't need to pay the costs Mrs T wants. Mr I said the valve was incorrectly fitted but he agreed the boiler was beyond economic repair. UKI had acted fairly under the policy terms by offering £250 for a boiler that was beyond economic repair. The damage caused by the leak was dealt with under Mrs T's home insurance.

Mrs T didn't agree. She said the leak was the problem not the boiler. The boiler didn't need new parts fitted as there was nothing wrong with it. The leak under the conservatory caused the boiler to lose pressure as the same happened when the new boiler was installed. UKI's engineer hadn't found the leak which caused the pressure loss and the overall problem. She also said UKI's engineer didn't inspect the boiler before the new boiler was installed, just took a photo. She was sceptical of his opinion as she said it was in his interest not to say the valve had been incorrectly fitted. She strongly feels that she had to pay for UKI not properly investigating if there was a leak. She's paid about £2,000 for the replacement boiler and £400 for replacement pipework, which she thought UKI would have had to pay if it had found the leak.

Our adjudicator said there was no evidence that UKI's engineer was wrong to say the boiler needed a new heat exchanger.

my findings

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

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

Mrs T has home emergency cover which means UKI has to provide emergency assistance within the policy terms. Even if the leak had been the only cause of the problem with the boiler and UKI's engineer had found the leak, UKI would have only had to repair/replace parts within the policy terms and up to the policy limits. For example, if the end result had been the boiler needed to be replaced due to damage caused by the leak UKI wouldn't have had to pay for the whole of the boiler cost as that's not covered under the policy.

If I thought there was enough evidence to show: UKI should have reasonably investigated and found the leak, the leak was the only cause of the problem with the boiler and it didn't need new part/s, and UKI's engineer incorrectly fitted the valve then I'd say that UKI should pay at least some of the costs Mrs T is seeking. But I don't think there is enough evidence to show those things and I'll explain why.

Mrs T says that when she first phoned UKI her boiler was showing a F75 fault code and her boiler manual said this meant a leak, which UKI's engineers didn't investigate. UKI's sent us the relevant boiler manual. It says F.75 indicates 'no pressure rise was detected on turning on the pump' and suggests various causes including defective parts and too little water in the appliance. I've seen no evidence that shows it should have been obvious to UKI's engineer that there was a leak rather than a defective part. When the new parts the engineer installed didn't fix the problem there was another fault code. That's when the engineer said the boiler needed a new heat exchanger. Mr I's statement of 4 December 2016 says that 'the fault looks like the main heat exchanger has a leak' which shows that he agreed with UKI's engineer.

In Mr I's later statement (undated but received by us 31 May 2017) it's clear that he only realised there must be a leak outside the boiler when he put in a new boiler and it was still losing pressure. That's when he found the leak in the conservatory. There's no evidence that UKI's engineer should have known the problem was caused by a leak outside the boiler when he was looking at the old boiler. In response to the adjudicator's view that there no evidence UKI's engineer was wrong to say the boiler needed a new heat exchanger Mrs T sent another statement by Mr I dated 12 June 2017. But that statement gives no evidence that UKI's engineer was wrong to say the heat exchanger needed replacing.

The evidence is that UKI's engineer was correct to say the boiler needed a new heat exchanger. UKI has shown us the calculation to shows the boiler was beyond economic repair. Mr I agrees it was as he says in his statement that 'any heating engineer will tell you that you do not replace main heat exchangers to boilers over 2 years old as it is not cost effective'. Once a boiler's beyond economic repair all UKI needed to do under the policy terms was offer Mrs T £250 towards the cost of a new boiler, which it's offered.

There's contrary evidence on whether UKI's engineer incorrectly fitted the valve. Mr I said the pressure relief valve 'popped off which was the part the other engineer had replaced but was not connected properly'. UKI's senior engineer says he saw the boiler only after it exploded so he cannot confirm either way if the clip retaining the pressure relief valve was fitted correctly. But he goes on to say 'however with over 30 years' experience in the industry and the number of times the boiler was re-pressurised had the clip been incorrectly fitted on 14 November 2016 this (by which I understand the explosion) would have occurred on 14 November 2016'.

Mrs T says it's in UKI's interest for its engineer not to admit it fitted the valve incorrectly but I've no reason to think his evidence is biased, just as I have no reason to think Mr I's

evidence is biased toward Mrs T. I don't have enough evidence to reasonably say that UKI's engineer fitted the valve incorrectly.

I note UKI's compensation offer to Mrs T due to it not offering her alternative accommodation. This doesn't form part of her complaint so I make no comment on that offer.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 24 July 2017.

Nicola Sisk
ombudsman