complaint

Mr J complains that Ageas Insurance Limited has failed to reimburse him for the cost of a boiler repair under his Residential Let Emergency Policy.

I've previously issued a provisional decision in respect of this complaint. Mr J has provided me with further information, but this doesn't persuade me that I should come to a different decision.

background

Mr J contacted Ageas when a boiler in a property of his broke down in January 2014. Ageas' engineer advised that the heat exchanger was "*blocked up with a lot of muck*" and needed to be replaced. He also said a powerflush was needed. Ageas advised Mr J that his boiler was beyond economic repair. Mr J asked Ageas if it would reimburse him if he could get the necessary repair done more cheaply. Ageas agreed to reimburse Mr J up to the policy limit. Mr J then had the repair done privately. When Mr J sent Ageas the invoice for the work done, Ageas declined to reimburse him. It said that the repair would not have been needed if Mr J had had his heating system powerflushed which had been recommended when his boiler had broken down in October 2013. Mr J had a powerflush undertaken in January 2012.

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 Mr J's complaint for the following reasons.

It appears that when Mr J's boiler broke down in October 2013 the engineer identified a possible blockage. He recommended a powerflush. Mr J asked for a second opinion, and the second engineer identified the problem at that time as a leak. A new part was fitted in December 2103 and the engineer on that occasion identified a blocked pipe, which he cleared. He also recommended a powerflush. The engineer who visited Mr J when his boiler broke down again in January 2014 noticed that the heat exchanger was blocked with muck and advised a powerflush. So three different engineers inspected Mr J's boiler and each advised that a powerflush was needed.

Mr J has provided evidence that he had a powerflush undertaken in January 2012, and says that this should've lasted for five years. He says that he hasn't had any problems with his heating system since the repair that he paid for in January 2014, despite not having had another powerflush. He therefore disputes that his system needed another powerflush.

Despite Mr J having had a powerflush undertaken in January 2012, three different engineers had commented on the presence of blockages, and each had recommended a powerflush. So I think that on the balance of probabilities another powerflush was needed. As the boiler breakdown in January 2014 appears to have been because the heat exchanger was blocked with muck, I think if Mr J had followed the recommendation of the engineers in October and December 2013, the repair in January 2014 would probably not have been necessary.

After I issued my provisional decision, Mr J provided a copy of a report on the work done on his boiler in January 2014. But this only confirms what work was done, and doesn't make any comment on the presence or absence of muck in his boiler at that time, or what advice

was given. So I don't think it supports Mr J's case that the engineer never found any problem with the system and didn't advise that a powerflush was necessary.

I think it's reasonable for Ageas to accept the advice of their appointed engineers as to when certain maintenance needs to be undertaken. I'm satisfied that Mr J was told in October and December 2013 that a powerflush was recommended. He didn't follow that recommendation after it was given and I'm satisfied that this contributed to the problem that occurred in January 2014. So I don't think it's unreasonable for Ageas to rely on the term of Mr J's policy which says that it's not liable "*for any costs arising from or in connection with any wilful act or omission or lack of maintenance or regular servicing or neglect*".

my final decision

For the reasons given above, I don't uphold Mr J's complaint.

Under the rules of the Financial Ombudsman service, I'm required to ask Mr J to accept or reject my decision before 1 April 2016.

Nigel Bremner
ombudsman