

## **complaint**

Mr C complains about the service he received from Acromas Insurance Company Limited under his home emergency insurance policy.

## **background**

Mr C reported an issue with his boiler to Acromas. An engineer attended and said the heat exchanger needed replacing.

A second engineer attended later and said the heat exchanger didn't need replacing after all. And he repaired the boiler.

Around a year later, Mr C reported another problem with his boiler. Acromas attended and said the heat exchanger was blocked due to sludge and limescale. It said this wasn't covered under Mr C's policy.

Mr C complained to Acromas. And, being unhappy with its response, he complained to this service.

Our adjudicator thought Mr C's complaint shouldn't be upheld.

Mr C disagreed with the adjudicator's conclusions, so the matter's been referred to me to make a final decision.

## **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've decided not to uphold Mr C's complaint and I'll explain why.

Mr C says none of the engineers who previously attended told him they'd detected limescale. Nor did they mention the need for annual servicing. And he says he believes the heat exchanger should've been replaced by Acromas the previous year, when its engineer had said this work was needed.

Mr C also says he believes there's a contract in place for works to be carried out to his boiler, but it hasn't been honoured by Acromas.

Acromas says the first engineer was wrong when he said the heat exchanger needed replacing. It says in its technical opinion the boiler wouldn't have continued to function for a year if the heat exchanger had required replacement.

Acromas also says the engineer who attended a year later found the heat exchanger was blocked due to sludge and limescale. And it says this problem is excluded under Mr C's policy.

I see Mr C's policy says it doesn't cover repairs resulting from a lack of proper maintenance including that caused by a heating system which hasn't been properly maintained. Acromas says regular servicing in line with the manufacturer's requirements should prevent the build up of sludge and scale. It also says in its technical opinion the heat exchanger didn't need replacing when its engineer attended the previous year.

In these circumstances I don't have enough information to conclude Acromas should've replaced the heat exchanger when it first attended. And I think it's likely the problem the following year was due to a lack of routine maintenance, which isn't covered under Mr C's policy. So, I can't ask Acromas to pay for the repairs that were needed then.

I note Mr C's also complained about the information he was given when he took the policy out. But that matter isn't Acromas' responsibility. So, I haven't included it in my decision.

**my final decision**

I don't uphold Mr C's complaint against Acromas Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 31 October 2016.

Robert Collinson  
**ombudsman**