

The complaint

Mr S complains Liverpool Victoria Insurance Company Limited (LV) did not complete satisfactory repairs to his boiler after he made a claim on his home insurance policy.

There are several parties and representatives of LV involved throughout the complaint but for the purposes of this complaint I'm only going to refer to LV.

What happened

In October 2023 Mr S made a claim on his home insurance policy, which included home emergency cover, when he had issues with his heating and water.

LV's approved engineer attended and changed a part on the boiler. Mr S continued to experience issues, so the engineer had to return to look at the boiler multiple times. Mr S said the issues with his heating and water were created as a result of LV's engineer visits.

LV awarded Mr S £200 as way of an apology for the problems experienced but it said it was not responsible for the ongoing issues. It said his heating system needed a power flush and this was not covered under the terms of the emergency cover.

Because Mr S was not happy with LV, he brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said LV should appoint a suitably qualified engineer to diagnose the fault with the boiler and provide a report on the issue. LV can then determine if the claim is covered by the policy. They said to acknowledge the multiple misdiagnosis's, along with the impact this has had on Mr S it should pay him a further £300 compensation.

LV agreed to the suggested increase in compensation but said it had provided reasoning why it feels the issue is the need for a power flush. It said this is a maintenance issue and is not covered by the home emergency policy.

As LV is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

What I've decided – and why

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

I looked at the home insurance product information document that was included in the letter sent to Mr S when the policy started. It says;
"If there is an emergency at your home during the period of insurance, we'll cover the cost of emergency assistance – as long as you keep to the policy conditions. This isn't a home maintenance contract and isn't intended to cover routine maintenance, such as servicing your central heating system."

It goes on to say;

What is covered

In the event of an emergency at your home, we'll:

- *tell you how to protect yourself and your home before help arrives;*
- *organise and pay for an approved repairer to provide emergency assistance, up to a maximum of £1,000 (including call out, parts, labour and VAT) for any one emergency;*

What's covered

1. *Heating - Failure of the main heating system in your home.*

Claims that are not covered

If the cost of emergency assistance exceeds the limit of cover, or if a claim is not covered under this section, we'll still offer you assistance, but you'll be responsible for paying the approved repairer's charges.

Please note that our approved repairer may be unable to restore an essential service because of wear and tear, lack of servicing or maintenance or faulty workmanship. This is common, for example, in main heating systems where the build-up of sludge and corrosion can cause failure."

The immediate emergency reported in this case by Mr S was he had no hot water. So this was covered under the terms of the policy. I saw LV's engineers attended the day after Mr S made the claim.

When LV's engineer attended, a part on Mr S's boiler was replaced. The engineers had to return several times due to a fault with a part that had come loose and because there was still an issue.

Mr S said when the heating is on all radiators work, but when the heating and hot water are on together the downstairs radiators do not work.

Because Mr S was not happy that LV's engineer had not resolved the issue he wanted a different engineer to attend. LV apologised to Mr S and paid him £200 compensation for the problems he experienced.

After issuing the apology LV appointed another approved engineer who attended in December 2023 to look at the issue. The new engineer said the heating system was dirty and needed a power flush.

I saw LV recorded in its notes of 12 December 2023, that before it can advise the customer that a power flush was required it needed evidence of this by way of a water sample. It said *this is the process and before it can advise this to the customer it needed evidence.*

After further investigation LV said it did not need to do a water test to confirm the issue. It said it was a maintenance issue which was not covered by the home emergency policy.

Mr S has been caused distress and inconvenience due to the number of visits from LV's engineers, and during this time he has been without a fully working hot water and heating system. Mr S said being without heating and hot water at the same time has impacted him, because he is prone to bad health when it is cold due to his disability. I accept because his heating isn't functioning properly downstairs whilst the hot water is turned on, it will have cause him some disruption to his day to day routine.

I agree a power flush is a maintenance issue and is not covered by the terms of the policy. However LV have not followed its own process to obtain evidence to show dirty water in the pipes is the cause of the issues with Mr S's heating and water. No professional evidence has

been provided to show the issue is due to this and not another issue that may be covered under the terms of the policy.

Therefore, I uphold Mr S's complaint and require LV to obtain professional evidence, by way of a report which includes a water sample, to confirm the cause of the hot water and heating not working at the same time. If this proves dirty water in the system is causing the issue and a power flush is required, then as this is a maintenance issue LV do not need to consider the claim any further. If it does not confirm a maintenance issue then it should reconsider Mr S's claim under the terms of his policy. LV should also increase its offer of compensation to a total of £500.

My final decision

For the reasons I have given I uphold this complaint.

I require Liverpool Victoria Insurance Company Limited to obtain professional evidence, by way of a report which includes a water sample, to confirm the cause of the hot water and heating not working at the same time. If this proves dirty water in the system is causing the issue and a power flush is required, then as this is a maintenance issue LV do not need to consider the claim any further. If it does not confirm a maintenance issue then it should reconsider Mr S's claim under the terms of his policy.

To avoid any further distress to Mr S this should be completed within two weeks of his acceptance of my decision.

LV should also pay Mr S a total of £500 compensation less anything already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 26 July 2024.

Sally-Ann Harding
Ombudsman