

The complaint

Ms B complains about the way Amtrust Europe Limited dealt with claims she made on her home emergency insurance policy.

Ms B's represented by Mr N.

What happened

Ms B's boiler had been experiencing faults over a couple of years. Amtrust's engineers had attended and managed to put things right. In April 2019, Ms B made another claim on her policy. One of Amtrust's engineers came out and said the boiler was overheating. They recommended that Ms B should replace her boiler. So Ms B paid for a new boiler to be installed in mid-May 2019. The boiler system was also cleansed.

Unfortunately, a few days later, Ms B experienced the same faults with her boiler. Ultimately, Amtrust diagnosed a blockage in the system and removed a section of pipe. This resolved the issues with the new boiler.

Ms B was unhappy with the way Amtrust had dealt with her claims. She said if its engineers had properly investigated the boiler faults over the past couple of years, they'd have discovered the issues were down to sludge. But instead, she'd paid for a new boiler when she hadn't needed to. So Mr N complained on her behalf. He suggested that Amtrust should waive the cost of the new boiler as a gesture of goodwill.

Amtrust didn't agree. It said its engineers had been recommending the replacement of the boiler since 2017, due to its age and efficiency and the fact it was 'kettling'. It said kettling was due to a build-up of sludge in the heat exchanger. It said the blockage that'd been found in the pipework was likely a build-up of sludge and debris. This could've been down to sludge being stirred up when the new boiler was being installed and the cleanse carried out.

Amtrust said the sludge could've been removed if Ms B had agreed to a full system powerflush when the new boiler was fitted, but she'd only opted for a basic cleanse. Ms B remained unhappy with the way Amtrust had dealt with her claims, so Mr N asked us to look into her complaint.

Our investigator didn't think Ms B's complaint should be upheld. He noted that Amtrust's records showed Ms B had been advised to get a new boiler since 2017 and hadn't done so. He thought the boiler was old and would've always needed to be replaced. And he didn't think Amtrust's job notes suggested that the pipe blockage had been the cause of the faults from 2017 onwards.

Mr N disagreed. He said that since 2017, the engineers had kept the boiler at the lowest setting – if the temperature was increase, the boiler tripped. The engineers hadn't been aware of the blocked pipe. He said Ms B had been told in 2019 that she could have a powerflush, but it probably wouldn't do much and she should get the boiler replaced instead. Once the new boiler had experienced faults, Amtrust's engineer told Ms B that keeping the boiler on a low setting had masked the blockage. Mr N said Amtrust hadn't properly

investigated the root cause of the boiler faults – if it had, they wouldn't have needed to replace the old, but serviceable boiler. Instead, Ms B could've paid for the pipework to be replaced at a significantly lower cost.

The complaint's been passed to me to decide.

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.

Having done so, I think Amtrust has treated Ms B fairly. I'll explain why.

First, it's important that I explain I'm not a gas engineer, or a specialist in heating. My role is to assess the evidence that's been provided by both parties to decide what I think is most likely to have happened and whether I think Amtrust has acted fairly and reasonably. Where expert evidence, such as engineer's reports, have been provided, I will generally place significant weight on it. That's because engineers are specialist in their roles.

I appreciate Ms B and Mr N feel strongly that Amtrust's engineers didn't properly investigate what was causing the issues with Ms B's boiler. They believe that if a full investigation had been carried out, the blockage would've been discovered earlier. So I've looked carefully at Amtrust's records which show what happened at each appointment.

It's clear that in May 2017, after fitting new sensors, Amtrust's engineer recommended that the boiler should be replaced. Amtrust tried to arrange a quote at that point, but a new installation didn't go ahead. In October 2017, following another breakdown, the engineer diagnosed kettling and recommended the replacement of the boiler due to its age and efficiency. Ms B accepts that the boiler was old – possibly 17 years old. So it seems most likely that the boiler would've required replacing at some point in the near future.

The notes suggest that Amtrust's engineers tried to repair the faults, as well as advising Ms B to replace the boiler, including fitting new sensors and turning down the temperature. They also reset the boiler at points. So this suggests that Amtrust's engineers did make reasonable attempts to try and diagnose what was causing the faults.

I can see from the notes that aside from a leak in June 2018 and annual pre-booked services, the boiler didn't break down again until April 2019. So it seems that the boiler was functioning on a lower temperature for around eighteen months with no issues. This doesn't support that a pipe blockage was causing consistent issues at this point.

From the notes, it seems that the faults with the boiler when it was 'tripping' and needed to be reset were indicated by a flashing red light. However, an 'F85' fault code appeared on the boiler *after* the new boiler had been installed. It's this code that shows there was poor circulation in the system, which was causing the breakdown. Amtrust says this is generally caused by a build-up of sludge and debris. It was following the appearance of this code that Amtrust suggested a powerflush to remove sludge from the system and ultimately removed the blocked pipe.

This seems to tie-in with what Amtrust has told us about why it thinks the sludge manifested itself after the boiler was installed. It said that during a system cleanse and new installation, debris and sludge can become dislodged and gather together to form a blockage. It says that a powerflush during the installation might've helped to avoid this situation. But that Ms B didn't take up this option when it was recommended.

So it seems to me that the fact that a pipe blockage was causing issues most likely wouldn't have become apparent to the engineers until after the F85 code was seen and the new boiler was installed. When this issue was discovered, Amtrust removed the blocked section of pipe, even though claims which are down to sludge are specifically excluded by the policy terms. This wasn't something it was strictly required to do. So I think it was fair of it to do so in the circumstances.

I do appreciate how strongly Ms B and Mr N feel about this issue and I've thought carefully about what they've said. But I've borne in mind that they haven't provided any independent expert evidence which shows it's more likely than not that the blockage should've been apparent *before* the boiler was replaced. And as I've explained, I think the boiler would've needed to be replaced sooner rather than later due to its age and the ongoing issues.

So overall, I think it's most likely that Amtrust dealt with Ms B's claims fairly and reasonably. That means I'm not telling Amtrust to waive the cost of the new boiler.

My final decision

For the reasons I've given above, my final decision is that I don't uphold Ms B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 17 November 2020.

Lisa Barham
Ombudsman