

The complaint

Mrs L's complaint is about the handling of a claim under a central heating insurance policy.

Amtrust Europe Limited use agents to deal with claims and complaints on its behalf and so any reference to Amtrust in this decision should be read as including those agents. Also, the policy is in Mrs L's sole name and so I will refer to her throughout, but she has been represented in the complaint by her husband, Mr L, and the complaint is in effect a joint complaint. Whenever I refer to Mrs L in this decision, it should be read as including Mr L.

What happened

I issued a provisional decision on this matter in July 2021, the main parts of which are copied below:

"In November 2020, Mrs L made a claim as her heating wasn't working. Amtrust sent a contractor out on 9 November 2020. Mrs L says he advised he needed to order a new part and he came back with a new thermistor kit on 13 November 2020. This didn't resolve the problem and he said he needed to get another part and left the house.

After he left, Mrs L says the whole of the upstairs of the property was full of gas, which caused her to choke. Mrs L says she had to call her gas supplier to attend (they told her how to turn the gas off while she waited for them to come out) and they confirmed there was a gas leak from the boiler and placed a warning notice on it. They made it safe but the boiler was still not working and so Mrs L asked Amtrust to send out another engineer out to complete the repair on the boiler.

Another engineer came out the next day and got the system working. I understand he traced the gas leak to the test point (which he said had been left loose and needed tightening) and said the boiler had been left in a dangerous condition.

Mrs L says that the first engineer must have caused the leak while he worked on the boiler. In addition, there is a large yellow stain on the outside wall, where rusty water had come out of the overflow pipe [which she says was caused by Amtrust]. Mrs L has made a number of points [in support of her complaint], which I've summarised below:

- The first engineer came back and started stripping down the boiler. He then said he couldn't repair it, as it needed another part (a diverter valve, which he had also mentioned was needed at the first visit). The engineer told her he might struggle to get the part and the boiler should be replaced and left. However, the second engineer fixed the boiler within 20 minutes.
- The engineer should have put a pipe to divert the overflowing pipe, to avoid the damage to the outside wall, which she had only just had rendered and painted.
- Both the gas supplier and the second engineer that attended were shocked at the damage and couldn't understand what the first engineer had done. The gas supplier deemed the boiler as being "*immediately dangerous*."
- There was also water pooled on the floor in the cupboard below the boiler, where the spur switch is, which was dangerous.

- She wants the phone call between the gas supplier and Amtrust listened to and she provided the gas supplier's report which confirms the boiler was unsafe.
- She was also caused considerable distress by the gas leak, the whole house was full of gas and would have exploded if someone had turned a light switch on.
- She had no heating for several days.

Mrs L says she has now had the boiler replaced, as she was so worried about the condition it was left in and wants compensation for the cost of this and the cost of repainting the stained area of the outside wall.

Amtrust does not accept it did anything wrong. It says:

- there is no mention of the diverter valve needing to be replaced in the engineer's notes. The engineer ordered the thermistor kit, which was needed to repair the boiler. It took a few days to get this part, as the boiler was around 20 years old.
- The engineer would not have caused any gas leak. He wouldn't have touched the part where it could trigger a potential gas leak. The gas test point is underneath the plate heat exchanger and the central heating thermistor is positioned at the top of the boiler.
- When the engineer changed the thermostat, he drained the system, but the central heating thermostat must have caused the pressure relief valve to fail which has resulted in water coming out of the overflow pipe. The end of the overflow pipe is too near to the wall, so the water flows down the wall. Unfortunately, the water coming out was rusty, which then caused the yellow stain but this is not a result of anything it did wrong.

One of our investigator's looked into the matter. He did not recommend that the complaint be upheld. He didn't think there was enough evidence that the engineer would have needed to adjust the gas test point which is below the area he would have been working on. He didn't think he could confidently say the gas leak was as a result of the engineer's actions or that it did anything wrong to cause the stain to the wall.

Mrs L does not accept the investigator's assessment, so the matter has been passed to me.

What I've provisionally 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.

Gas leak and condition of boiler

It is very difficult for me to be certain what happened when the first engineer was working on the boiler. Amtrust says he had no reason to touch the gas test point. However, no reason has been given as to how this test point became loose on its own, within a short time of its engineer having worked on it.

Amtrust's files record that Mrs L phoned on 13 November 2020 and "*put ...[the gas supplier's engineer] on the phone. This engineer has left the property in a very dangerous state... the engineer has had to isolate the boiler*". This suggests the gas supplier's engineer said the problem had been caused by the first engineer. They also left a warning notice which said [there was a] gas leak in boiler and capped it at the meter outlet. Amtrust has not provided a copy of a recording of this call.

Overall, it seems to me more likely than not that something happened while the first engineer

was working on the boiler, which caused the leak, as it cannot [reasonably] just be assumed to be a coincidence. However, even if the first engineer didn't cause the leak, he apparently left the boiler in a dangerous state with a gas leak. No explanation has been given for this either. I therefore am satisfied that the gas leak was due to something done (or not done) by Amtrust and it should not have happened.

I will address how I think this should be put right below.

External damage

Amtrust's file also records that the engineer told Amtrust he had not drained down the system, or let any pressure out, as "*he was working in dry system*" but he did top up the pressure, as it was low. However, this contradicts Amtrust's statement to us that when its contractor changed the thermostat, he drained the system but the central heating thermostat must have caused the pressure relief valve to fail which has resulted in water coming out of the over flow, a situation the Amtrust engineer didn't foresee. The second engineer apparently says he couldn't say if the staining was ...[the first] engineer's fault.

The photos do show considerable staining, consistent with a large volume of rusty/dirty water coming out of the overflow pipe. I can understand why Mrs L is unhappy about this. However, there is not sufficient evidence that this was due to anything Amtrust did wrong. The outlet pipe is meant to take any excess water from the central heating system, so it served its purpose here. Mrs L says the engineer should have added an extensive hose to the outlet pipe, before working on the boiler but I do not agree this is a reasonable expectation. As stated the outlet pipe served its purpose. I am not therefore persuaded that Amtrust needs to do anything about this.

Service provided

Mrs L was without heating for four days between the first and the second visits. It was winter and this would have been difficult. Amtrust says this was due to having to wait for the spare part but there is no convincing evidence it could not have been resolved sooner. There was then a further delay before the second engineer fixed the boiler. I do not think this was dealt with as quickly as it could have been and this would have caused additional trouble being without heating.

Putting matters right

Mrs L says she replaced the boiler due to concerns about its safety. While I can understand her actions, there is no evidence it was at risk after the second engineer completed the repairs. I can't therefore reasonably require Amtrust to pay any more towards the new boiler. However, as well as being without heating for four/five days, Mrs L had to call out the gas supplier as an emergency and undoubtedly suffered considerable stress and anxiety because of the gas leak. I therefore consider some compensation for this is warranted and consider the sum of £300 to be appropriate.

My provisional decision

I intend to uphold this complaint and require Amtrust Europe Limited to pay the sum of £300 compensation for the distress and inconvenience caused by its handling of this claim."

Responses to my provisional decision

I invited both parties to respond to my provisional decision with any further information or evidence they wasn't considered.

Mrs L has responded and confirmed she accepts my provisional decision.

Amtrust has not responded.

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 looked at everything again and as neither party has added anything further, I see no reason to change my provisional findings.

My final decision

I uphold this complaint and require Amtrust Europe Limited to pay the sum of £300 compensation for the distress and inconvenience caused by its handling of this claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 17 September 2021.

Harriet McCarthy
Ombudsman