

The complaint

Mr P complains that when Astrenska Insurance Limited repaired a leak from his boiler they didn't replace his electronic scale inhibitor.

What happened

Mr P has heating, plumbing, wiring and emergency cover for his boiler underwritten by Astrenska. On 24 March 2021 Mr P contacted Astrenska as he'd discovered a leak from a pipe connected to his boiler. Mr P has told us that the pipe seemed to have started leaking during the night, water was gushing from the pipe and the floor was flooded. Mr P was able to stop any further water leaking by turning off his water supply.

Astrenska sent an engineer to Mr P's home on 24 March 2021. He found that the lime beater, an electronic scale inhibitor, fitted to one of the pipes connected to Mr P's boiler had split and this was the cause of the leak. The engineer removed the damaged lime beater and replaced it with a piece of flexi piping. He was then able to turn Mr P's water supply back on. Mr P was told he'd need to get a plumber to replace the lime beater. Mr P believed that Astrenska would contact him to arrange for a plumber to attend and fit a new lime beater.

Shortly after the engineer's visit Mr P complained to Astrenska about the engineer leaving his property without completing the job, as he hadn't replaced the lime beater. Over the following days, he raised a number of further complaints, including: -

- He hadn't heard about a further visit to replace the lime beater.
- He had concerns about the professionalism of the engineer who attended his property.

Astrenska responded to Mr P's complaint on 12 April 2021, but they didn't uphold it. They said their contractor attended in a timely manner and left his system in good working order.

At this point Mr P told Astrenska he hadn't received his policy. So they sent a copy by email. And they said the policy made it clear that he wasn't covered for the part that needed to be replaced.

He was referred to the following policy wording: -

What is not covered under section 1:

- *The cost of refilling your system with any additive (e.g. corrosion inhibitors)*
- *The cost to service or replace MagnaClean Magnetic Filters.*

Regarding his complaint that the engineer left without completing the job they said he was a boiler engineer, not a plumber. He resolved the leak, restored the boiler to working order and advised a plumber would be needed. They apologised that the engineer hadn't provided the correct information and had told Mr P a plumber would attend to replace the lime beater. But said that engineers don't have details of customer's cover.

Mr P replied to Astrenska saying that neither of these exclusions applied to as his boiler hadn't had a Magna Clean Magnetic filter. Astrenska maintained that the replacement of the lime beater wasn't covered by Mr P's policy. So Mr P complained to our service.

Our investigator considered the case but didn't recommend that the complaint be upheld. She said Mr P was covered under his policy for repairing the leak from his boiler, which Astrenska did. And replacement of the lime beater is considered general maintenance under the terms and conditions of Mr P's policy, so it's not covered and if Mr P wants this replaced he'll need to arrange this himself.

Mr P didn't except our investigator's opinion.

After our investigator provided her opinion, we asked Astrenska for their comments on the exclusion they relied on to decline Mr P's claim, as this refers to a specific type of filter. And this isn't the filter Mr P had on his boiler.

They replied saying that Mr P's policy covers a temporary fix to restore the facilities at his property. And their engineer removed the split lime beater and replaced it with a 15mm flexi pipe as a temporary measure, telling Mr P that it would need to be fixed permanently.

They also said that replacement of the lime beater wouldn't be covered as the policy excludes general maintenance, which a replacement would fall under.

The case then came to me for a decision.

I issued my provisional decision on 11 November 2021. In it I said: -

I'm going to comment first on Mr P's complaint that the engineer who attended his property didn't carry out a professional job. Mr P's complaint is about the engineer not replacing the lime beater. Not about any failure stop the leak and restore his water supply, which was the job he was sent to do. And I haven't seen anything that suggests the engineer didn't complete this job professionally.

Astrenska have acknowledged that when their engineer replaced Mr P's damaged lime beater with flexi pipe, he was told that a plumber would be sent to replace the lime beater. In their final response letter, they apologised for Mr P being given the wrong information. And they said this situation arose as engineer's don't have details of customer's policies.

When Mr P's claim was declined, he was told that this was because his policy didn't cover the replacement of filters. And he was referred to a specific exclusion in his policy which relates to MagnaClean Magnetic Filters.

It was only when we contacted Astrenska, pointing out that Mr P hadn't had this type of filter fitted to his boiler, that they said the damaged lime beater wouldn't be covered by his policy, as it doesn't cover general maintenance. And they referred to a list of what isn't covered under Section 1 of the policy – Heating Protect. This provides a list of exclusions including: -

We will not cover

- Items that are designed to be replaced regularly when using the boiler, such as nozzles, fuses and filters, etc.*

I'm persuaded that replacement of the lime beater isn't covered by Mr P's policy, as it would be regarded as general maintenance. So I'm not going to say they should replace his lime beater.

But I think Mr P has received poor customer service from Astrenska as a result of how his claim has been handled. He was initially given incorrect information by the engineer, who told him a plumber would be sent to replace his lime beater. And when he contacted Astrenska regarding this he was given an incorrect reason for his claim being declined. So it's taken longer than it needed to for this matter to be resolved.

As a result of this Mr P has suffered distress and inconvenience. And to compensate him for this I require Astrenska to pay him £150 compensation.

So my provisional decision was that while I didn't think Astrenska should replace Mr P's lime beater, I required them to pay him compensation for the poor customer service he'd received.

Neither party have responded to my provisional decision.

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.

As neither party has provided any response to my provisional decision, I don't intend to change my opinion on this complaint.

So while I don't require Astrenska to replace Mr P's lime beater, they've provided him with poor customer service in relation to his complaint. As a result of this he's suffered distress and inconvenience. For which I require Astrenska to pay him £150 compensation.

My final decision

So my final decision is that I uphold Mr P's complaint about Astrenska Insurance Limited. And to put things right I require them to pay him £150, for the distress and inconvenience he's suffered, as a result of the poor customer service he received.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 15 January 2022.

Patricia O'Leary
Ombudsman