

The complaint

Mr S complains that Astrenska Insurance Limited is responsible for poor service in connection with a home emergency insurance policy.

Where I refer to Astrenska, I include engineers and others insofar as I hold Astrenska responsible for their acts or omissions.

What happened

Mr S had a property that he let to a tenant. The property had a gas central heating boiler.

For the year from late July 2020, Mr S had an insurance policy that covered repairs and an annual service of the boiler at the property. Astrenska was the insurance company responsible for dealing with claims.

On 9 July 2021 (a Friday), Astrenska did the annual service. Unfortunately, it found the boiler flue was leaking. So Astrenska disconnected the gas supply pipe to the boiler. And the boiler wasn't providing hot water for the tenant or her children.

On 13 July 2021 (Tuesday), Mr S contacted Astrenska and the tenant and found out what had happened. Astrenska said the policy didn't cover flue repairs. Mr S complained to Astrenska about lack of communication.

On about 16 July 2021 (Friday), Mr S's gas engineer fixed the flue. But that engineer couldn't find the connecting pipe.

On 17 July 2021 (Saturday), Mr S contacted Astrenska again by phone and email. He asked about the pipe.

On 19 July 2021 (Monday), Astrenska replied that the flue wasn't covered. But it didn't reply about the connecting pipe.

On 20 July 2021 (Tuesday), Mr S contacted Astrenska again. It sent a photo showing where the pipe had been left inside the boiler casing.

On 21 July 2021 (Wednesday), Mr S's engineer re-started the boiler.

By a final response dated 17 August 2021, Astrenska offered £50.00 compensation for delays in communication. Mr S brought his complaint to us without delay.

our investigator's opinion

Our investigator didn't recommend that the complaint should be upheld. He thought that the £50.00 offered was appropriate for the inconvenience and stress Mr S experienced.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr S and to Astrenska on 14 March 2022. I summarise my findings:

I didn't find it unreasonable that Astrenska left the connecting pipe inside the boiler casing. As the engineer went to the trouble of taking a photograph showing that, I found it more likely than not that the engineer also told or showed the tenant where the pipe was.

Astrenska was responsible for causing Mr S some extra distress and inconvenience at an already difficult time for him. Weighing all this up, I was satisfied that Astrenska's offer of £50.00 was fair and reasonable compensation for this.

Subject to any further information from Mr S or from Astrenska, my provisional decision was to uphold this complaint in part. I intended to direct Astrenska Insurance Limited to pay Mr S (insofar as it hasn't already paid him) £50.00 for distress and inconvenience.

Mr S asked for a review of the provisional decision. He has re-sent us an email from his engineer dated 2 August 2021 (which he had sent us when he first brought his complaint to us in mid-August 2021).

Astrenska hasn't responded to the 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.

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules ("DISP").

I'm reviewing a complaint by Mr S, rather than by his tenant.

The policy terms included the following:

"You must make sure that an adult is present while the approved contractor services your boiler, controls and system. If an adult is not there, your boiler, controls and system will not be serviced and you will have to make a new appointment. If this happens, you will have to pay the full cost of this new appointment. You may give permission to your tenant, managing agent or other third party to arrange an engineer appointment on your behalf."

From what he's said, Mr S wasn't at the property for the boiler service. Keeping in mind the policy term quoted above, I find that the tenant was there on behalf of Mr S.

Astrenska found a leaking flue but wasn't responsible for fixing the flue. So Astrenska left a warning notice and disconnected the boiler.

I don't find it unreasonable that Astrenska left the connecting pipe inside the boiler casing. As the engineer went to the trouble of taking a photograph showing that, I find it more likely than not that the engineer also told or showed the tenant where the pipe was.

Astrenska has said it should've followed up on Monday 12 July 2021. But I think the tenant could've let Mr S know sooner what had happened.

So I find Astrenska only partly responsible for some of the time taken to let Mr S know that he needed to instruct an independent engineer to fix the flue.

Astrenska wasn't responsible for getting the flue fixed. So I don't hold Astrenska responsible for the time taken by Mr S from when he found out the situation on 13 July 2021 until his engineer fixed the flue on about 16 July 2021.

I accept that Mr S's engineer couldn't test the boiler without the pipe connecting the gas supply. And he asked Mr S and the tenant for information about the whereabouts of the pipe. But the tenant may simply have forgotten about the pipe.

Mr S asked Astrenska about the connecting pipe. And Astrenska should've responded sooner. In particular, it could've sent the photograph a day or two more quickly than it did.

But Astrenska had left the pipe in a reasonable place. And I find it likely that Mr S, his tenant and his engineer could also have done more to find the pipe and get the boiler working again sooner.

I conclude that Astrenska was responsible for some shortcomings in its communication. I've thought about the effect of this on Mr S.

But I've found Astrenska only partly responsible for some of the time taken to get the boiler working again.

I haven't seen enough evidence to show what Mr S's engineer charged for his final visit. His report doesn't show that.

I find it likely that it was the tenant who bore the brunt of the inconvenience. But I find it likely that Mr S had to deal with difficult conversations with the tenant.

So I conclude that Astrenska was responsible for causing Mr S some extra distress and inconvenience at an already difficult time for him.

Putting things right

Weighing all this up, I'm satisfied that Astrenska's offer of £50.00 was fair and reasonable compensation for this.

I will direct Astrenska to pay Mr S that amount insofar as it hasn't already done so.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Astrenska Insurance Limited to pay Mr S (insofar as it hasn't already paid him) £50.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 May 2022.

Christopher Gilbert
Ombudsman