

complaint

Mrs K complains that Astrenska Insurance Limited declined her home emergency claim. She is also unhappy with the service she received when trying to resolve her claim.

background

Mrs K is a landlord, and in December 2018 her tenant contacted her to say their boiler wasn't working so they had no hot water or heating. Mrs K contacted Astrenska, who sent an engineer (B) out to the property the same day.

In his report, B noted that there was sludge in the heating system, and that a new pump and water pressure transducer were required. He also said that the boiler was over ten years old and that a "power flush" would need to be carried out before any repairs were done.

Mrs K's home emergency policy provides cover for *"Complete failure of your central heating system involving a boiler or warm air unit"*. It then sets out a number of exclusions. I won't detail every exclusion, but the relevant ones are as follows:

- *"any claim which is related to a boiler over 10 years old or a boiler which has an output more than 60kw per hour capacity"*
- *"any water pressure adjustments or failure caused through hard water scale or sludge"*
- *"any costs relating to the repair or replacement of the central heating pump or wall room thermostat"*

On the basis of what B told them, and with the policy wording in mind, Astrenska contacted Mrs K to say they would not be covering her claim.

Mrs K disputed this, she said that the boiler was only four years old, and that the heating system had been power flushed the previous year so should not need doing again, she asked for proof of the issues B had identified. Mrs K also let Astrenska know that she had recently suffered a bereavement, and that the issue with her claim was adding to her stress at a difficult time.

After some investigation, Astrenska agreed that the boiler was only four years old, but maintained that the presence of sludge in the system and the pump needing replacing meant the claim would not be covered. It also asked Mrs K for proof that a power flush had been carried out in 2017.

Mrs K provided an invoice from the engineer (C) she used for the power flush in 2017, and confirmed that C had also now repaired the boiler, without needing to carry out a power flush or replace the pump. Mrs K has also said another engineer (D) looked at the boiler before C repaired it, but it appears that D didn't do any work on the boiler so I don't think their involvement is relevant to this complaint.

C also spoke to Astrenska at this stage. He explained that he had not replaced any parts on the boiler, but had fixed a cracked diverter valve. He also noted that a filter on the boiler was clogged and brittle and would likely need to be replaced at some stage. He told Astrenska that he had not yet invoiced Mrs K for the repairs, as he was aware of the difficult time she was going through and didn't want to add to her stress, which is why he had contacted Astrenska directly to try to resolve matters.

Astrenska didn't agree that Mrs K's evidence showed a power flush had been carried out, and said that C's comments showed that there was sludge in the system. It did though say it would consider any invoice and report that C could provide.

Mrs K referred her complaint to us, as she was unhappy with how Astrenska had dealt with her claim, and with how she had been spoken to by Astrenska's employee.

Our investigator looked at the complaint, she felt that it wasn't reasonable to ask Astrenska to pay for the repairs C carried out without an invoice or report to show what work had been done. But she did feel that Astrenska was wrong to decline Mrs K's claim initially, and that the service she'd received on the phone had not been of an acceptable standard.

The investigator recommended that Astrenska pay Mrs K £200 for the trouble and upset caused, and consider the invoice and report from C when Mrs K provided them.

Astrenska did not agree, so this case has now been passed to me to decide.

my findings

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

Astrenska declined Mrs K's initial claim because B had said the boiler was over ten years old, because there was sludge in the system, and because the water pump needed replacing.

Astrenska has now agreed that the boiler is not over ten years old. And C says he has been able to repair the boiler without replacing the pump. The only work that C has said was required was the repair of a cracked diverter valve, there's not currently any evidence to suggest that the cracked diverter valve was *"caused through hard water scale or sludge."*

I think this shows that B's assessment of the problem with the boiler was incorrect, as neither a new pump, a new water pressure transducer, nor a power flush was necessary to get the boiler working again. So it follows that I think Astrenska was wrong to decline Mrs K's claim on the basis of this assessment.

But we don't yet have a full report or invoice from C. To resolve this claim, I think that if Mrs K can provide those documents, then Astrenska should consider her claim afresh on the basis of what the report shows, taking account of all the terms and conditions of her policy.

I've also listened to the conversations that Mrs K had with Astrenska when trying to sort out her claim, and I agree with the investigator that these calls were not handled well. The employee she spoke to was often abrupt, doesn't appear to have always been listening properly to what Mrs K was saying, and did not take actions he had promised to take

With all this in mind, I think £200 for distress and inconvenience is an appropriate compensation award for what has happened here.

my final decision

For the reasons I've explained, I uphold Mrs K's complaint. Astrenska Insurance Limited should:

- If Mrs K produces evidence detailing what work was carried out in a reasonable timeframe, Astrenska should reconsider the claim in line with the terms and conditions and subject to any policy limits/excesses. To be clear, should Mrs K be unhappy with any decision Astrenska make based on this report, that would be the subject of a new complaint.
- Pay Mrs K £200 for the distress and inconvenience caused by the matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 21 September 2019.

Sophie Mitchell
ombudsman