

complaint

Ms R complains about a claim declined under her home emergency insurance policy with Ambant Underwriting Services Limited (Ambant).

background

In September 2017 Ambant attended at Ms R's property and completed an annual service. It was noted that the burner seal needed replacing but no work was carried out. In June 2018 Ms R contacted the Ambant to report a fault with her boiler. It attended and found the heat exchanger to be blocked due to debris in the system. No repair work was carried out as the fault was not covered under the policy.

Ms R arranged for a private repair to be carried out. Her independent engineer found the burner seal to have failed, which caused some wires to burn. It was also found that the heat exchanger was blocked. The engineer capped the boiler and recommended a new one be installed. This was because the cost to repair would exceed the cost to replace. The boiler was also considered to be immediately dangerous.

As a result Ms R complained to the business. She believed the failed burner seal, which was apparent in the annual service in 2017, was the cause of the boiler failing. Ambant offered £400 as a contribution towards the new boiler. As she remained unhappy with the business' response she brought her complaint to this service for consideration.

One of our adjudicators looked into the matter, but ultimately didn't uphold the complaint. They explained that it was more likely than not that Ms R was made aware of the issue with the burner seal in the annual service which took place in 2017, as the notes from that appointment made reference to the burner seal last being replaced in 2009. This information would have most likely been obtained during a conversation between the attending engineer and someone at the property.

Ms R said that this information may have been 'plucked from thin air' by Ambant, however, the job sheet the adjudicator reviewed was apparently inputted on the date of attendance. In addition, there was insufficient evidence to satisfy them that the information had been created with the intention of defeating the claim. The adjudicator explained that the burner seal would not have been repaired under the policy, but Ambant did have a duty of care to ensure Ms R was made aware of the issue, which she considered did happen. Ms R did not agree, the matter has therefore been passed to me for a final decision.

my findings

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

I am not upholding this complaint for the same reasons as the adjudicator.

I have looked at the job sheet of the annual service which took place in 2017. It does state that the burner seal was worn and makes reference to it last being replaced in 2009. I believe it to be more likely than not that a conversation took place about the condition of the burner seal, and the person at the property would have been the only one able to suggest when the burner seal was last replaced. It's unlikely that the Ambant engineer would have known this information any other way.

I have looked at the independent reports provided by Ms R, and agree it is likely that the debris found in the system was a build-up of carbon deposits, however, the policy would not provide cover for this eventuality, as the policy terms and conditions state:

“What is not covered

Damage caused by or arising from sludge, scale and other debris in the central heating system and related pipework”.

The terms and conditions also state that *“Damage, faults or repairs required”* during an annual service would not be covered.

The terms and conditions of the policy provide a benefit of £400 towards the cost of a replacement boiler, if it cannot be repaired. In this case, Ambant has already offered to pay Ms R the £400 contribution, which I consider to be fair. (Ms R has suggested she hasn't received the £400 yet, if so she should chase Ambant for this)

my final decision

My final decision is that I do not uphold this complaint. I make no award against Ambant Underwriting Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 20 January 2019.

Christopher Tilson
ombudsman