

## **complaint**

Mr N complains that an engineer appointed by Ambant Underwriting Services Limited ("Ambant"), failed to carry out a service to his boiler.

## **background**

Mr N took out CORGI HomePlan cover, underwritten by Ambant, in November 2016. The cover provided a service of Mr N's boiler.

In 2017 an engineer attended Mr N's property. In order to gain access to the boiler, the engineer removed a light fitting and carried out a boiler service. A different engineer attended the property in 2018. The engineer was unable to access the boiler due to the position of the light fitting and did not complete the service.

Mr N says that the second engineer should have carried out the service and removed the light, as the first engineer had done so. Ambant say the engineers could discontinue a service if there were access issues. They rely upon the terms and conditions of the policy, which say:

*"If the CORGI HomePlan engineer cannot gain access or considers that the circumstances to carry out the work are potentially difficult or dangerous or where there is a risk to health or safety, the CORGI Home Plan engineer may at their discretion discontinue the service. . . "*

Our investigator considered the complaint. She thought Ambant had acted fairly and reasonably in applying the terms of the policy. Ambant had also contacted the original engineer to see if he could attend the property, but he now works out of the area. Our investigator noted that Ambant would undertake the service, if Mr N removed the light fitting.

Mr N disagrees with the view. He feels strongly that the boiler should be serviced as the first engineer removed the light fitting.

The matter has now come 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 don't underestimate Mr N's frustration about the second engineer's failure to complete a full service of the boiler. I appreciate that Mr N feels the light could have been removed by that engineer in order to access the boiler. But I have to consider whether a fair and reasonable decision was reached given the facts and the terms and conditions of the applicable insurance policy. In this case, I've considered the circumstances surrounding access to the boiler and the term set out above.

It's not disputed that there was a light fitting obstructing access to the boiler, so it was then a matter within the individual engineer's discretion whether or not to continue with the service. I do understand that the first engineer removed the light, but it doesn't follow that the second engineer also *had* to do so. I've seen from the notes that this engineer wasn't an electrician. On balance, I don't think it was unreasonable to discontinue the service.

Ambant have taken reasonable steps to try and assist Mr N. They've contacted the original engineer, but he no longer works for the same company and no longer works in the area. They've also confirmed that the service can be undertaken if Mr N has the light fitting removed before an engineer attends. As our investigator has explained, if Mr N wishes to do this he should contact Ambant directly to arrange the service.

I'm sorry to disappoint Mr N, but I'm not going to ask Ambant to do anything more.

**my final decision**

I appreciate that Mr N will be disappointed, but for the reasons given, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 21 February 2019.

Sarah Tozzi  
**ombudsman**