

## **complaint**

Mr B complains that Amtrust International Underwriters Ltd gave him poor service under a central heating boiler insurance policy.

## **background**

Mr B had a number of problems with his central heating and Amtrust sent engineers on several occasions. He complained after he spent £660 on getting repairs done privately.

The adjudicator recommended that the complaint should be upheld in part. He thought that Amtrust had added a cleaning product and not flushed it out - causing some damage to Mr B's boiler. The adjudicator recommended that Amtrust should pay Mr B £200 compensation.

Amtrust agrees with the adjudicator's opinion.

Mr B disagrees. He says, in summary, that Amtrust caused the build-up of sludge and debris in his central heating system.

## **my findings**

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

Where I refer to Amtrust I include other parties for whose actions I hold it responsible.

Like most central heating insurance policies, Amtrust's excluded removing sludge and scale. But I wouldn't find it fair to apply that exclusion if there were good evidence that Amtrust had actually caused the build-up of sludge.

Mr B has said that Amtrust arranged annual service visits in 2011, 2012 and 2013 – but didn't clean out his old magnetic filter. Having looked at the service records, I accept what he says.

On balance I also accept Mr B's recollection that during an annual service in summer 2014, Amtrust added a proprietary cleaning product to his central heating system and didn't flush it out.

The product guidelines say that it should be flushed out – as failure to do so will leave residues which will promote corrosion (which I think means more sludge).

A couple of months later, Mr B's boiler wasn't working properly. An Amtrust engineer replaced the pump – saying that it had been damaged by a build-up of sludge. The engineer's records say he added the cleaning product. But there's no evidence that he flushed it out.

About three weeks after that, Mr B's radiators weren't heating up. An Amtrust engineer again said there was a build-up of sludge. He cleaned out the filter. From his report, I find that he added yet more of the cleaning product and this time did flush it out.

In the spring, Mr B's boiler had become noisy. An Amtrust engineer again replaced the pump – saying it had been damaged by sludge. I find it likely that Amtrust said it wouldn't help any more. Mr B turned to a local gas engineer.

He fitted a new magnetic filter, a new valve and refilled the system. About two months later, he fitted a new motorized valve, flushed the heat exchanger and refilled the system. Mr B hasn't reported any problems since then. In total Mr B paid his engineer £660.

That engineer told the adjudicator that Mr B's existing magnetic filter hadn't been working properly and his heat exchanger had become clogged.

So, in summary, Mr B had been experiencing sludge-related problems since autumn 2014. And I understand his point of view that Amtrust caused this by not cleaning the magnetic filter or flushing out the cleaning product.

But many central heating systems are affected by the build-up of sludge over a period of time. And – having weighed up the expert opinion evidence of Mr B's engineer – I find it inconclusive. So Mr B has fallen short of persuading me that Amtrust caused the build-up of sludge. Therefore I don't think it would be fair and reasonable to order Amtrust to reimburse Mr B any of the £660.

But I accept that – by shortcomings in the way it dealt with the issue of cleaning - Amtrust has caused Mr B some extra upset and put him to some extra trouble at an already difficult time. So I think it's fair and reasonable to hold Amtrust to its offer to pay Mr B £200.

### **my final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order Amtrust International Underwriters Ltd to pay Mr B £200 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 29 December 2015.

Christopher Gilbert  
**ombudsman**