

## **The complaint**

Mr M complains about Astrenska Insurance Limited (“Astrenska”) for missing an annual service for his boiler. He wants to be refunded for the year’s premiums and compensation for his distress and inconvenience in the same amount, as he has had to source alternative boiler services.

## **What happened**

Mr M was a customer of Astrenska for some years. He bought emergency boiler and central heating breakdown insurance from them, which included an annual service of his boiler.

The insurance period ran from October to October.

At some point prior to October 2022, Astrenska wrote to Mr M advising that it would not be renewing his policy for the following year (October ’22 to October ’23). The letter set out that Astrenska would continue to service the policy up until the end date (October 2022).

Mr M’s boiler services usually took place in November of the year, and he understood that this was based on the completed previous year’s premiums. He therefore expected a service to be carried out in November 2022.

Mr M called Astrenska in November 2022 to arrange the service. He was told that his policy had expired. He explained that his service usually took place after the end of the previous policy period and was told by the agent that he would be called back. Astrenska then does not appear to have contacted him.

Mr M submitted a complaint. Astrenska has no record of receiving it.

Mr M contacted us. Astrenska then considered Mr M’s complaint to our service and sent a final response in April 2023. It did not uphold Mr M’s complaint and set out that services had been completed in November of each policy year since 2018. It therefore considered it had met all obligations of the insurance contract.

Our investigator looked into this matter and set out their view to the parties. This was that Astrenska had not failed to carry out the service, but that it had provided poor customer service by not responding to Mr M’s November call and complaint. They recommended that Astrenska pay to Mr M £100 compensation to reflect this.

The parties did not accept that view.

I issued a provisional decision in respect of this complaint in August 2023. In that provisional decision I set out the limitations on what this service can consider and I explained that I did not see evidence that Astrenska had failed in any of its regulated activities, and so I did not consider we could make it do anything further.

That provisional decision has been shared with the parties. Astrenska has indicated that it accepts the decision and has nothing further to add. Mr M does not accept the decision and has made additional comments.

### **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.

Mr M feels that I have uncritically backed Astrenska, and he reiterates that he only received a service after each insurance period ended. He likens this to when buying other services, such as a holiday, and the provider needing to be paid in full before the consumer travels.

He believes that I have favoured the business and has queried why he would have continued paying after the letter saying that the insurance would not renew, if he was not due to get another service.

I have considered Mr M's comments and have again reviewed the evidence available. I appreciate why he feels that I have favoured the business, but I do not agree. I have set out the evidence available, and in particular the service records, and that these appear to show that he received a boiler service for each period of insurance from 2018 onwards.

I am not certain of when his relationship with Astrenska began, but it has not been suggested that these records were inaccurate or incomplete, so I have relied on them. They show a November service in each of the insurance years from October 2018 onwards, up until the relationship ended in October 2022.

To address Mr M's comments about other service providers only providing the service after the full price has been paid, I again understand his view, but this relationship is different.

The agreement he had with Astrenska was for insurance for the year, and this included a service of the boiler. The insurance coverage ran from the start of each insurance year, well before the full premium was paid, so he did receive a benefit of coverage throughout all insurance years. In this instance it also appears that he received a service early on in each insurance year, before he had paid the full premium. It is therefore not the same as other agreements where payments are made in stages before the service is provided.

In response to his last point, about why he would continue paying his premiums after receiving the letter saying that the service would end if he knew he would not receive a further service, again this is because the agreement was primarily for insurance, and this could be cancelled earlier if he had stopped paying the premiums. I therefore think that Mr M would have continued paying in order to continue his coverage.

Overall, the evidence I have seen shows that a service was completed in each of the insurance years from 2018-2022 and so I remain of the view that Astrenska was not unreasonable in its conclusion that it had completed its side of the agreement.

I also have not received any evidence or arguments which dispute my other comments in the provisional decision and so I remain of the view set out in that provisional decision. I adopt that decision and reasons, as supplemented by this decision, as my final decision.

I accept that this will be disappointing to Mr M, but I hope he feels that his comments have been fully heard.

**My final decision**

For the reasons given above, and in my provisional decision, I do not uphold Mr M's complaint and do not ask Astrenska Insurance Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 18 September 2023.

Laura Garvin-Smith  
**Ombudsman**