

The complaint

Mr W is unhappy with the service Astrenska Insurance Limited provided when carrying out a boiler service under his home emergency insurance policy.

Any reference to Astrenska includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties, so I've summarised events.

- Mr W had a home emergency policy underwritten by Astrenska which included an annual boiler service. In December 2020, an Astrenska engineer serviced Mr W's boiler.
- In 2022, Mr W changed boiler service provider. An engineer from the new provider serviced his boiler and told Mr W there was an issue with the condensate pipework.
- Mr W complained to Astrenska saying he considered its engineer to have carried out a sub-standard service because they failed to identify the issue with the pipe.
- In reply Astrenska said it was satisfied its engineer had serviced the boiler satisfactorily, and that it hadn't left Mr W in a dangerous or unsuitable situation. However, it offered £30 to recognise it had given some incorrect information when initially handling Mr W's complaint.
- Mr W remained unhappy and so brought a complaint to this Service. An Investigator considered it and didn't uphold it. Because Mr W disagreed, the complaint has been passed to me for an Ombudsman's decision.

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.

Having done so, I agree with the Investigator's outcome – I'll explain why.

- The issue here is whether Astrenska's engineer failed to identify a problem with Mr W's condensate pipe and if they did, whether this amounted to them failing to provide a satisfactory boiler service and in turn, not meeting their obligation under the policy.
- The parties seem to agree that it would be beneficial for Mr W's condensate pipe to be installed in line with current standards. But Astrenska says this doesn't mean the engineer failed to carry out a satisfactory service in 2020. It has said that whilst the condensate pipe might not be fitted in line with *current* standards, that doesn't mean it posed a safety risk at the time of the service. It added that how the pipe was installed may have met gas safety regulations at the time of installation, but that this

has since changed.

- Mr W has shared a copy of the engineer's job sheet from 2022 which refers to the condensate pipe, but I note this contains no further detail to substantiate Mr W's position that Astrenska's engineer had failed to carry out a satisfactory service in 2020 and put him at risk.
- Furthermore, the new engineer's job note suggests there were no safety issues with the boiler in its current form as it passed the "safety summary and maintenance check". There's also nothing to indicate the condensate pipe prevented the boiler from passing the service – suggesting the pipe wasn't identified as a defect. So, I'm not persuaded I have sufficient evidence to show Astrenska failed to fulfil its obligation under the policy, and I won't, therefore, be directing it to reimburse Mr W the cost of his policy.
- It's worth highlighting that whilst Mr W argues his premium should be refunded because in his opinion he's paid for a sub-standard boiler service, his premium wasn't just for a stand-alone boiler service, but rather included other insurance cover such as heating, plumbing, and wiring cover, which was reflected in the cost of his premium.
- With regards to compensation, I must keep in mind that the concerns Mr W had about his policy being invalidated and the potential difficulty of making a claim if his boiler was found to be defective - didn't materialise. Whilst I appreciate these were genuine concerns – and my intention isn't to diminish these – it wouldn't be reasonable to direct Astrenska to pay compensation for a situation which hasn't occurred and from which there's been no impact.
- So, I don't consider it fair and reasonable to direct Astrenska to pay compensation beyond what it has already offered which is £30 to recognise its initial investigation into Mr W's complaint could have been handled better. Compensation of this amount, coupled with the timely action Astrenska took when reinvestigating Mr W's concerns satisfies me it has done enough in the circumstances of this complaint.

My final decision

Astrenska Insurance Limited has already made an offer to pay £30 to settle the complaint and I think this offer is fair in all the circumstances. So, my decision is that Astrenska Insurance Limited should pay Mr W £30.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 4 December 2023.

Nicola Beakhust
Ombudsman