

The complaint

Mrs J complains about the poor service she received from Amtrust Europe Limited (Amtrust) following a claim under her home emergency policy.

What happened

Mrs J booked an annual service of her boiler but on the day Amtrust cancelled it. A new date was booked and again this was cancelled by Amtrust. Mrs J's boiler broke down and she contacted Amtrust who sent an engineer. He repaired the boiler, but the repair wasn't stable, and the boiler broke down again. Mrs J said that she was without heating and hot water.

Mrs J contacted Amtrust and secured another annual service booking. Amtrust's engineer attended and said that parts were required to fix the boiler, which would take about a week. When the time had passed Mrs J contacted Amtrust as she hadn't heard from them. Mrs J said that she was told that parts couldn't be found, and it would contact her to discuss alternative boiler options. But she heard nothing from Amtrust.

Mrs J said that eventually having been without heating and hot water for a period of around six weeks, she was forced to buy a new boiler at a cost of £2,000. Mrs J complained to Amtrust due to the poor service she received and because it had failed to fix her boiler. She requested that it reimburse her the cost of her new boiler.

Amtrust responded to her complaint. It accepted that it was unable to repair the boiler due to the part being obsolete and accepted that its level of service had fallen below its usual standard. For this, it offered and refunded Mrs J's annual premium of £281. Mrs J refused this offer. But Amtrust refunded Mrs J anyway.

In its final response, it again acknowledged the poor service and apologised for it. It additionally offered and paid £100 compensation and a further £90.91 refund for the annual service that hadn't taken place. In total Amtrust had paid Mrs J £471.91. Mrs J was not happy with this outcome so referred her complaint to this service.

One of our investigators considered her complaint and didn't uphold it. He said that although he accepted that Amtrust had provided Mrs J with poor service and that she had been without heating and hot water, Mrs J's policy didn't cover her for a new boiler, and it wouldn't be fair for Amtrust to cover the cost of a new one.

He concluded that Amtrust by refunding Mrs J the premiums she paid as well as refunding the cost of the annual service and paying compensation for the trouble and upset caused, was fair and what he'd expect them to have done. So, there was nothing further he could ask of them.

Mrs J didn't accept our investigator's view. She said that Amtrust treated her badly and sent inexperienced engineers who couldn't fix her boiler. She questioned why she had cover. She said that there were no communications from Amtrust. She said she wasn't disrespecting

anyone or anyone's ability, but she felt she was discriminated against because of her race. She asked for a decision from an ombudsman.

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 won't be upholding Mrs J's complaint. I appreciate this isn't the outcome Mrs J would be hoping for. But I hope my findings go some way in explaining why I've reached this decision.

The main issues with the complaint are the poor service Mrs J experienced and whether Amtrust's offer was fair.

Amtrust has accepted that the service it provided to Mrs J fell far short of its usual standard. It accepted that Mrs J had to chase for updates, that it had cancelled appointments at short notice. And that Mrs J hadn't been told much earlier that the part required to fix her boiler was obsolete. The result of this was that Mrs J had been without heating and hot water for some time. Amtrust also accepted that it failed to carry out the annual service as it had been contracted to do.

Mrs J said that she had to take a few days off work and that she had to chase Amtrust when it failed to respond or update her. I can see that Mrs J had to make several phone calls to chase for updates, there were delays in Amtrust telling Mrs J that the part was obsolete. And it isn't disputed that she had to take days off work for failed appointments and no annual service was carried out.

But Amtrust acknowledged and apologised for the poor level of service. And in total offered and paid £471.91, which was for the full refund of Mrs J's annual premium, the refund for the cost of her annual service, as well as £100 for the trouble and upset this caused.

I have next considered whether the total amount paid is fair in all the circumstances and I think it is and I'll explain why.

I have reviewed the timeline of the complaint and briefly, specifically dealing with the boiler, the timeline is as follows:

23 September 2020, Engineer attended, attempted to fix the boiler but found that the part required was obsolete.

1 October 2020, Mrs J contacted Amtrust to tell it that she was considering buying a new boiler as she has been without heating and hot water for over a week. Amtrust confirmed that it could locate the part and Mrs J should contact when she decided what she wanted to do.

20 October 2020, Mrs J contacted Amtrust again for updates. It was then discovered that the part that Amtrust had told her it had located was in fact obsolete and Amtrust would not be able to replace it. So, Amtrust refunded the annual premium Mrs J had paid, by way of an apology for this error.

26 October 2020, Mrs J contacted Amtrust as she had replaced her boiler and wanted them to pay for the full costs.

It is clear from the evidence, that Mrs J was inconvenienced by Amtrust's failure to tell her sooner that the part was obsolete and that it was unable to fix her boiler. It is also clear that there were communication issues – especially as Amtrust confirmed that for nearly three weeks it failed to contact Mrs J. But our role isn't to fine or to punish the businesses we cover. Rather, we look at the effect on the customer including their upset.

I can understand why Mrs J was upset and wanted Amtrust to pay for her new boiler, but having checked her policy, there is no provision within it that allows for Amtrust to pay for a replacement boiler unless the boiler is less than seven years old. Which isn't the case here. Notwithstanding the service issues, I think that Amtrust has been reasonable in acknowledging its shortcomings and initially refunding the annual premiums. Which meant that any repairs that Amtrust did were not charged to Mrs J.

Amtrust also refunded the annual service, which Amtrust accepted it didn't complete and paying compensation for the trouble and upset this caused.

Mrs J said that although she wasn't disrespecting anyone or anyone's ability, but she felt that she was being discriminated against because of her race. I have looked at this and considered the call records to see if Amtrust discriminated against Mrs J.

Mrs J hasn't provided me with any other evidence to support her opinion. And having reviewed the call records and what Mrs J has said, I can see no evidence to suggest that any of the agents treated Mrs J unfairly or was prejudiced towards her. I can understand that Mrs J felt frustrated by Amtrust's poor service, but I'm not satisfied that Amtrust discriminated against Mrs J, based on her race.

Taking all of this into consideration, I don't think Amtrust need to do anything further to resolve this complaint.

My final decision

Amtrust Europe Limited has already offered and paid a total of £471.91 to settle the complaint and I think this is fair in all the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 4 August 2021.

Ayisha Savage
Ombudsman