

The complaint

Ms J is unhappy with the service provided by Amtrust Europe Limited following a claim under her policy for her heating system.

What happened

In September 2020 Ms J contacted Amtrust because of problems she was having with her hot water supply and central heating. Amtrust arranged for an engineer to attend to the problem. The engineer completed the following repair work *'Replaced three port valve. Vented system as far as possible.'*

Ms J continued to experience problems. Amtrust arranged for another engineer to be sent out. An engineer attended and it was agreed that further parts were required to fix the problem, and so the engineer would return on 7 October to complete the repairs. Ms J arranged to have time off work to be home for the scheduled engineer's visit.

On 7 October the engineer sent Ms J a text saying the appointment had to be rescheduled for 9 October. Ms J asked what time the engineer would be coming so that she could arrange for time off work accordingly. On 8 October Ms J received a text in the morning saying the engineer would be arriving in the afternoon. The engineer sent a text later that afternoon saying that the appointment would need to be rescheduled for the following week. Ms J contacted Amtrust to complain about the time she'd taken off work, only for the engineer not to turn up.

A further visit was scheduled for 14 October. The engineer replaced some parts but that same evening Ms J continued to experience problems with her boiler, particularly having access to no hot water or heating.

Ms J contacted Amtrust on 15 October requesting a different engineer to come and inspect her boiler, and fix the problem. Ms J sent an email on 16 October complaining about the number of cancelled engineer visits, and on-going issues with her boiler, and not having any access to hot water or heating. Ms J also complained about the engineer's visit on 14 October as she felt his behaviour was unprofessional in failing to wear a face mask when he entered her property. Ms J explained she has asthma and cares for elderly parents so was particularly concerned by his behaviour.

The engineer company contacted Amtrust to discuss the work that had been carried out to Ms J's boiler on 14th October. It was recorded *'customer advised previous eng drained down system and turned off and loads of other stuff while changing 3 port valve which he believes shouldnt have needed done. He diagnosis is new pump required, customer has hot water from emmersion but heating will only be tepid. he cannot fit until Thursday and customer expecting someone quicker. new pump to be fitted and probs be air lock in system due to previous eng'.*

On 17 October another engineer attended to Ms J's property to investigate the problems with her boiler. It was recorded *'System had been drained down by another CORGI engineer after replacing a 3 port valve. He reported to the customer it needed a pump but said he*

couldn't return for 5 days. On arrival I talked to the customer to find out what had happened. A new pump wasn't required as the pump was working correctly. The system had multiple airlocks as it hadn't been vented correctly. Customer was very unhappy before arrival but was better by the time I had finished.'

Amtrust responded to Ms J's complaint on 27 October. They acknowledged that the service provided could've been better, and offered £100 for the inconvenience caused to Ms J. They also agreed to waive the £90 excess fee usually charged when making a claim.

Ms J was unhappy with this decision, and brought her complaint to this service for investigation. Ms J highlighted the frustration and upset suffered each time an appointment was arranged and cancelled. She had to move furniture in her daughter's room to allow safe access for the engineer to complete repairs, and rearrange it when the engineer didn't show up. Ms J also lost annual leave and time that she had scheduled to spend with her elderly parents because of the missed appointments by the engineer.

The investigator found that the compensation offered by Amtrust didn't go far enough in recognising the upset caused to Ms J. The investigator recommended Amtrust pay Ms J a further £150 for the poor service she'd received and the impact it had had on her. Amtrust accepted the investigator's findings. Ms J didn't respond to the investigator's findings. As the complaint couldn't be resolved it's been passed to me for 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 reviewed the evidence I agree with the investigator's outcome on this complaint for broadly the same reasons. I've focused my comments on what I think is relevant. If I haven't commented on any specific point it's because I don't believe it's affected what I think is the right outcome.

Ms J contacted Amtrust in September 2020 to report a problem, and it wasn't until several weeks later that the problem causing the issues was identified. There were several scheduled visits to Ms J's property, (many of which were cancelled with little notice), before a correct diagnosis was given. Ms J took time off work, cancelled visits to see her elderly parents, and was caused frustration and upset in having to move furniture in her daughter's room to allow safe access for the engineer to complete the necessary repair work. All of this added to what was already a stressful time for Ms J when she was without hot water and central heating.

As the above is accepted, the dispute now relates to the award of compensation that should be paid in recognition of what went wrong, and the impact this had on Ms J.

The service provided by Amtrust fell below the standard we'd expect. Ms J's circumstances meant that she was living with her young daughter, and also had care responsibilities for her elderly parents. Each time a visit was arranged with the engineer, Ms J took time off work using her annual leave allowance. Ms J has also explained how the engineer told her the part that needed to be replaced was in her daughter's room. This meant that she had to wake her daughter in good time to move the furniture around so that the engineer could have easy and safe access to the part of the room where repair work was required.

I am persuaded it would've caused Ms J frustration and inconvenience in having to do this each time an engineer was scheduled to arrive- only for the engineer not to turn up. Ms J has also provided a detailed testimony about her recollections of the engineer who attended

her property on 14th October. This was a particularly challenging time due to Covid restrictions, and the responsibility to take extra precautions. I can't say conclusively whether the engineer that attended wore a mask, or not. And Amtrust haven't provided comment on this. But I am persuaded by what Ms J has explained about the experience not being one that she was hoping for.

Ms J has also provided a detailed account about the impact on her health as a result of not having access to heating and hot water over the days that the repair work wasn't completed when it ought to have been. Ms J was forced to rely on neighbours and friends for taking a shower during this time. It also affected her well-being living in her home without access to heating or hot water during the colder months.

From reviewing the different engineer's notes, I can see why Mrs J would've been frustrated by the lack of clear diagnosis concerning the problems with her boiler and heating system. It took several engineer visits, and separate inspections before the repairs were completed. This would've added to the inconvenience, and period of delay in sorting matters.

Having considered these events, I think an additional payment of £150 is fair compensation to Ms J for the poor service received from Amtrust. I say this because it fairly reflects the level of inconvenience Ms J experienced by needing to call Amtrust a number of times, and the distress and upset caused by the number of cancelled engineer visits.

Putting things right

The investigator recommended an additional payment of £150 to recognise the impact on Ms J as a result of the poor service provided by Amtrust.

I think this compensation is fair and in line with what I would direct in similar circumstances. So, I direct Amtrust to pay Ms J £150 in recognition of the impact on Ms J.

My final decision

For the reasons provided I uphold this complaint.

Amtrust Europe Limited must follow my directions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 10 December 2021.

Neeta Karelia
Ombudsman