

## **The complaint**

Your text here Mr S complains about the way Amtrust Europe Limited's ("Amtrust") handled a claim under a protection plan for damage to his furniture.

## **What happened**

The background of this complaint is known to both parties, so I'll only summarise it here:

- Mr S took out a Protection Plan via a furniture retailer to start in July 2016. The plan ran until July 2021. It covered accidental damage; accidental staining and structural faults.
- Mr S submitted a claim for accidental damage to his table.
- The table was inspected and repaired in July 2020. The engineer noted damage to the chairs which hadn't been reported and advised Mr S to raise a new claim.
- In August 2020 Mr S submitted a fresh claim to the underwriter for damage to the chairs
- Amtrust attempted to source replacements without success. It offered Mr S two alternatives – to reselect chairs to a maximum cost of £517.08 or accept a cash settlement of £258.54 to "live with the damaged goods"
- Mr S was unhappy with the offer made and raised a formal complaint
- Amtrust issued its final response letter on 10 November 2020, sent by post to Mr S's home address. It said the offers made were fair and in line with the policy conditions. It gave referral rights to the ombudsman service and advised if the complaint wasn't referred within six months, the ombudsman service wouldn't have its permission to investigate the complaint.
- Mr S called Amtrust twice to request a copy of the policy terms and conditions and to advise he'd visit the shop when it re-opened after national lockdown.
- Amtrust advised in December 2020 the claim had been closed but the offers remained open until the expiry of the policy.
- Mr S raised a further complaint on 21 July 2021. The complaint concerned the settlement figures offered for the dining chairs and the repairs to the dining table which had failed.
- Amtrust sent the second final response letter on 17 August 2021 restating their position on the settlement offers and stating an alternative resolution for the table had been offered
- In October 2021, Mr S referred his complaint to this service
- Our investigator reviewed the complaint and partially upheld it. He said the

ombudsman service couldn't look into the offers for the chairs because the complaint had been referred too late. However, he also said Amtrust hadn't made an alternative offer for the table and it should do so.

- Mr S disagreed with the investigator's opinion and has asked that an ombudsman decide his case.

### **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.

Your text here Having done so, I agree with our investigator's opinion and for broadly the same reasons.

I appreciate Mr S has strong feelings on his case and if I don't mention a particular point he's made it isn't because I haven't seen it or thought about it. It's just that I don't feel it necessary to reference it to explain my decision. I hope Mr U doesn't take this as a discourtesy, it's just a reflection of the informal nature of our service.

I've previously issued a decision explaining why I can't consider everything Mr S brought to us. This decision relates to the issues addressed in Amtrust's final response dated 17 August 2021.

Repairs to Mr S's table were originally made in July 2020. In July 2021, Mr S reported that the repair had failed. At this point, Amtrust included this as part of Mr S's new complaint but didn't do anything about making an alternative offer.

Mr S was entitled to have his claim for the damage to the table considered in line with the policy terms and conditions because it had previously been repaired and not replaced. I note Amtrust failed to raise a new claim for the table repairs and therefore didn't deal with the new claim in line with the policy terms and conditions.

In order to rectify this, Amtrust should deal with the claim as it should've been in July 2021. I'm aware Mr S doesn't feel this goes far enough as Amtrust will only make a settlement offer in the same way as it did with the chairs. But that's what the policy requires of Amtrust and therefore that's all I can direct Amtrust to do.

Mr S has been inconvenienced here by not having his claim promptly dealt with. I've considered the impact of the mistake on Mr S and I find it reasonable that compensation should be paid. And I'm satisfied that £100 is fair in the circumstances of this case.

### **Putting things right**

Your text here Amtrust should:

- settle the claim in line with the terms and conditions of the policy
- provide a payment of £100 for the distress and inconvenience caused

### **My final decision**

I uphold this complaint and require Amtrust Europe Limited to settle the claim in accordance with the terms and conditions of the policy and pay Mr S £100 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 28 July 2022.

Martyn Tomkins  
**Ombudsman**