

The complaint

Mr F is unhappy with the service provided by Amtrust Europe Limited following a claim made on his caravan insurance policy.

Amtrust are the underwriters of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. Amtrust have accepted they are accountable for the actions of third parties instructed by them. In my decision, any reference to Amtrust includes the actions of any third party instructed by Amtrust during the course of Mr F's claim.

What happened

In August 2022 Mr F contacted Amtrust to make a claim following damage to the skylight on his caravan. The skylight had been completely uplifted and destroyed, exposing this part of Mr F's caravan. Mr F taped the area impacted to avoid further damage being caused.

Amtrust arranged for an engineer to inspect the damage to Mr F's caravan. An engineer's report was completed on 7 September confirming the damage was repairable. Mr F tried to contact Amtrust to discuss his claim. Because he didn't hear back, he made a complaint about the handling of his claim.

At the end of December 2022 Mr F was contacted by one of Amtrust's approved repairers about arranging repairs for his caravan. A text message exchange took place between Mr F and the repairer. Mr F wasn't able to attend the two appointment dates that were given to him. Mr F tried to rearrange repair of his caravan for another date but the repairer stopped responding to him, and so the repairs didn't get sorted.

On 21 December Amtrust received notification from the repairer saying '*Contractor has asked that he bill for the parts and let the policy holder have them and find someone else to do the repair as he is not willing to loss more workshop time.*'

In February 2023 Mr F contacted Amtrust asking for an update. In March Amtrust contacted Mr F to discuss his claim. During this call Mr F advised '*the caravan should be written off because the work hasn't been completed and there is now water ingress.*'

In April Mr F was told that Amtrust would not be considering the impact or cost of any additional damage to Mr F's caravan because of Mr F's rejection of the dates he was offered to have his caravan repaired in December 2022. Mr F complained about the poor service he'd received throughout the duration of his claim.

Amtrust responded to Mr F's complaint on 26 July. They acknowledged that the service provided wasn't in line with their usual standards. Amtrust accepted Mr F had been caused upset and frustration because of the delays in dealing with his claim. Amtrust also said that they had '*requested that an assessment be made [by the claim handlers] to examine the water ingress damage and consider it alongside the original claim.*' Amtrust agreed to award Mr F £500 in recognition of the poor service provided, and impact on Mr F.

Mr F was unhappy with this decision, and brought his complaint to this service for investigation. Mr F highlighted the impact on his well-being and mental health as a result of being without use of his caravan for a prolonged period of time. Mr F was also unhappy with the continual delays, and lack of response from Amtrust when he'd tried to reach them to ask for an update on his claim.

The investigator found that the compensation offered by Amtrust didn't go far enough in recognising the upset caused to Mr F. The investigator recommended Amtrust pay Mr F a further £200 (bringing total compensation to £700) for the poor service Mr F had received and the impact it had had on him.

Amtrust didn't accept the investigator's findings saying (amongst other things) '*The repair contractor had ordered parts and reserved workshop time which couldn't then be used for other jobs... If the first or even second appointment had been met, then the repairs would have been completed in December or January and the customer would have had their caravan repaired months ago...*' Mr F accepted 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.

Mr F contacted Amtrust in August 2022 to make a claim. But it wasn't until December that Amtrust arranged for a repairer to contact Mr F about repairing his caravan. I've seen the exchange of messages between Mr F and the repairer. Mr F was unable to make the first appointment offered by the repairer. Mr F was then offered another date which Mr F initially agreed to. But Mr F then cancelled the second appointment as he wasn't able to make it. Mr F then sent several messages to the repairer trying to rearrange an alternative date. However none of these contacts were responded to.

I accept that Mr F didn't commit to the appointments that were arranged. But I don't accept that Mr F missing two appointments caused material difference to overall delays on the claim caused by Amtrust. Prior to the appointments being arranged in December, Mr F had been without use of his caravan for over four months.

I'm persuaded by Mr F's testimony about the impact on his well-being and mental health during this time. Mr F has explained how his caravan was used for leisure, and as a way to experience relief from ongoing health issues. Being deprived of its use over a long period caused Mr F undue stress, and upset. The lack of response from Amtrust over a prolonged period also added to his frustrations. The service provided by Amtrust fell below the standard we'd expect.

The repairer had informed Amtrust about the option to '*bill for the parts and let the policy holder have them and find someone else to do the repair*'. However I can't see that this was discussed with Mr F at the time. By January 2023, the claim had already been open for five months. Most the delays on the claim had been caused by Amtrust's failure to actively manage the claim, and progress it in a timely way. The case notes show Amtrust awaiting contact from Mr F- but no attempt was made to reach him by phone.

Amtrust did contact Mr F to discuss his claim by phone in March 2023- three months after arranging for repairs to be completed in December 2022. I note Amtrust's comments that *'If the first or even second appointment had been met, then the repairs would have been completed in December or January and the customer would have had their caravan repaired months ago'*. However Amtrust didn't take any positive steps to further this process.

As Amtrust were responsible for managing the claim, and were aware of the earlier delays on the claim, Amtrust should've done more to support Mr F in completing the repairs to his caravan. They could've achieved this by contacting Mr F to discuss his options by phone (as they did in March). Even after the call in March, it wasn't until July that Amtrust acknowledged the poor handling of Mr F's claim, and offered compensation in recognition of the impact on Mr F. So while waiting for a response to his complaint, Mr F was caused further upset and inconvenience as a result of being without use of his caravan.

Having considered these events, I think payment of £700 is fair compensation to Mr F. I say this because it reasonably reflects the poor handling of Mr F's claim, the avoidable delays, and the impact on Mr F over several months as a result of chasing Amtrust, and being unable to use his caravan.

Putting things right

The investigator recommended an additional payment of £200 to recognise the impact on Mr F 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.

My final decision

For the reasons provided I uphold this complaint.

I direct Amtrust to pay Mr F £700. This includes the £500 already offered in the final response letter (if not already paid), and an additional £200.

Amtrust Europe Limited must follow my directions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 2 November 2023.

Neeta Karelia
Ombudsman