

The complaint

Mr S complains about Amtrust Europe Limited (“Amtrust”) for the way it handled his boiler breakdown at his holiday home. He wants Amtrust to increase its offer of compensation for his distress and inconvenience.

What happened

Mr S owns a holiday home, not far from his primary home.

He used this holiday home to split his time, and for friends and paying guests to stay at.

He held Holiday Home Emergency Insurance with Amtrust, which insured his heating and hot water system against breakdown.

In March 2024, Mr S visited his holiday home and observed that 5 of the 7 radiators in the property were not working. He called Amtrust. Amtrust considered the policy terms and declined to send an engineer on the basis that there was not a complete failure of the heating and hot water system. Amtrust advised Mr S that he should seek a private repair.

The next day, on 6 March 2024, Mr S visited the property again and found that none of the radiators were working. He called Amtrust and logged a claim.

Amtrust took around 2 days to accept the claim, and then appointed a contractor to visit Mr S’s holiday home.

Amtrust aimed to ensure a visit took place within 24 hours of a claim being accepted.

The contractor appointed by Amtrust did not attend Mr S’s home and did not make contact with him.

Mr S contacted Amtrust and Amtrust appointed a different contractor. That second contractor was due to visit the property by 12 March 2024.

The second contractor did not attend or make contact with Mr S.

Mr S contacted Amtrust. Amtrust appointed a different contractor.

That third contractor attended Mr S’s holiday home on 14 March 2024, 8 days after the claim had been submitted.

When the contractor attended, they found that the boiler needed replacement parts which were now obsolete and not readily available.

The engineer considered the boiler to be beyond economic repair and did not carry out repairs.

Amtrust advised Mr S that he could provide evidence of his replacement of the boiler, along with his bank details, and it would deposit a contribution towards the cost of the boiler into

his account.

Mr S did not provide that evidence and complained to Amtrust. He felt that the delay in attending his property was far too long, and he thought that Amtrust should have replaced the boiler.

Amtrust responded to his complaint and partially upheld his complaint. Amtrust maintained that it had applied the policy terms correctly in offering a contribution towards a replacement boiler cost. It acknowledged that it had delayed unreasonably and offered Mr S £90 compensation.

Mr S was unhappy with this and contacted us.

Our investigator looked into Mr S's complaint and did not uphold the complaint. They considered that Amtrust's response to the claims and the complaint was reasonable, and the level of compensation offered was in line with other awards we would make.

Mr S did not accept that view and asked for an ombudsman decision.

I issued a provisional decision in respect of this matter in September 2024.

In that provisional decision I set out that I considered that Amtrust ought to increase its offer of compensation to Mr S, and that if he had incurred losses due to the delay he should submit them for Amtrust to reimburse.

That provisional decision has been shared with the parties and they have been invited to comment.

Mr S has responded accepting the decision. He has not provided details of any financial losses and indicates that he accepts the compensation of £150.

Amtrust has responded agreeing to pay £150 compensation. It states that financial effects would not be covered as the policy does not insure financial loss.

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.

I am grateful that both parties have accepted the decision and the level of compensation.

For completeness I will address Amtrust's comments about the policy not covering financial losses, although these appear not to be relevant to this matter.

I had directed compensation for financial losses on the basis of failings of service, rather than pursuant to the policy contract. I am glad that there were no financial losses to reimburse, but it would be open to this service to award compensation for the financial effects of business failings.

As there have been no other comments or arguments against my provisional decision I adopt that decision and reasons as my final decision and uphold Mr S's complaint.

My final decision

For the reasons set out in my provisional decision, I uphold Mr S's complaint and direct Amtrust Europe Limited to pay to Mr S £150 compensation for his distress and

inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 1 November 2024.

Laura Garvin-Smith
Ombudsman