

## **The complaint**

Mr A complains about how AmTrust Speciality Limited handled a claim on his alloy wheel insurance policy.

Throughout the claim process, AmTrust have used an administrator to handle the claim on their behalf. In this decision, any reference to AmTrust includes the actions of any appointed third parties.

## **What happened**

Mr A took out an alloy wheel insurance policy through a broker which was underwritten by AmTrust. A claim was raised in 2024 which was accepted. Mr A was unhappy with how the claim was handled. He raised the following points:

- The distance to the approved repairer selected to do the repair was too far.
- A closer approved repairer is shown on the broker's website.
- AmTrust are unfairly limiting their settlement offer.

AmTrust didn't uphold Mr A's complaint as they didn't think they'd done anything wrong. Still unhappy, Mr A brought the complaint to this service.

Our investigator didn't uphold the complaint. They didn't think AmTrust had done anything wrong and had acted in line with the policy terms and conditions. Mr A appealed. He thought the policy had been mis-sold, thought the reasoning behind removing the approved repairer was untrue and couldn't be demonstrated, said there was a hidden claim cap in the policy and thought there was unreasonable burden for his using the approved repairer. As no agreement could be reached, the complaint has been passed to me to make a final 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.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly. So, I've thought about whether AmTrust acted in line with these requirements with how they handled Mr A's claim.

Having done so, and whilst I appreciate it'll come as a disappointment to Mr A, I've reached the same outcome as our investigator.

At the outset I acknowledge that I've summarised his complaint in far less detail than Mr A has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an

informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

As a starting point, it's important to set out the scope of this complaint. As a service, we can only look into the actions of one business per complaint. This complaint is about AmTrust who are the underwriter. I appreciate Mr A isn't happy with the broker either, but we've got a separate complaint about them. This complaint won't be looking into the sale of the policy or any actions the broker is responsible for, such as the information on their website.

The policy terms confirm what is covered. It sets out the following:

*"If, during the period of insurance, damage occurs within the territorial limits to a wheel fitted to the vehicle, we will cover the cost of repair to the wheel. Repairs will be undertaken by an approved repairer (as agreed by the administrator), who will attempt repairs to your wheel."*

Cost is defined in the policy as follows:

*"...The cost to repair a wheel will be based on our approved repairer price or the claim limit, whichever is lower."*

Mr A wanted the repair completed by a local repairer that was showing as approved on the brokers website. Amtrust has confirmed that due to their historical work quality, they're no longer an approved repairer. The broker has confirmed that they need to be removed from their website. Whilst I appreciate Mr A is unhappy with this, the error is with the broker, and this will be looked into in his other complaint.

The closest approved repairer offered to Mr A, wasn't local. Whilst I appreciate this isn't ideal for Mr A, I don't think the repairer was an unfair or unreasonable distance away.

Mr A wants to use a local repairer that isn't on AmTrust's approved list. He's been quoted £150 per wheel for the repair. AmTrust has said Mr A can use the repairer, but they'll cap the claim payment to what it would cost them to have the repair done. This is a common term in insurance policies. Whilst Mr A's repairer quote is within the claim limit of the policy, in line with the definition of cost above, the claim would be limited to the lower of the claim limit or the approved repairer price. In this case, the approved repairer price is lower and so would be the limit of AmTrust's liability. AmTrust has sent us quotes from approved repairers in the region, and I'm satisfied their offer is fair and reasonable in the circumstances.

I'm very sorry that my decision doesn't bring Mr A more welcome news at what I can see is a very difficult time for them. But in all the circumstances I don't find that AmTrust has treated Mr A unfairly, unreasonably, or contrary to the policy terms and conditions in how they've handled the claim.

I note that since the claim was first raised, AmTrust now appear to have an approved repairer less than 13 miles from where Mr A lives. Should Mr A want to explore using this repairer instead of his own, he can discuss this further with AmTrust.

### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint. I don't require AmTrust Speciality Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 30 December 2025.

Anthony Mullins  
**Ombudsman**