

The complaint

Mr P has complained about the way AmTrust Specialty Limited (ASL) handled a claim under his landlord's home emergency policy.

What happened

On 1 January 2025 Mr P contacted ASL to make a claim as there was no heating in his tenanted property. ASL instructed a contractor who attended the next day. The contractor said some parts needed to be replaced. He quoted £754.22 for the work.

On 3 January Mr P contacted ASL for an update. It said there was a policy limit of £500 for home emergency claims, so Mr P would have to pay the balance of £254.22 for the work to be carried out. He did that and the contractor returned the following day to do the work.

On 6 January Mr P contacted ASL again as there was no heating or hot water at the property. Mr P said the contractor came back to the property on 7 January, did some work and claimed everything was working satisfactorily when he left but actually it wasn't.

Mr P said he had to buy two oil-filled radiators for his tenants at a cost of £113.32. Due to extreme cold weather he also paid £307.98 for three nights' hotel accommodation for his tenants.

Mr P then instructed his own gas engineer. They thought ASL's contractor had misdiagnosed the problem and replaced parts unnecessarily. They fitted a new printed circuit board (PCB) and gas valve which restored heating and hot water at a cost of £792.

Mr P complained to ASL. It said it would contribute £50 towards the cost of the radiators, £307.98 for hotel costs and £100 compensation. As Mr P didn't think this was sufficient, he referred his complaint to this service.

Our Investigator upheld the complaint. ASL didn't agree that its contractor had misdiagnosed the fault. It said Mr P's engineer had no knowledge of the condition of those parts before they were replaced. Later ASL offered to pay Mr P £500 towards his costs. Mr P didn't accept that offer. Our Investigator thought ASL should add interest to that amount.

As the parties didn't agree, the matter has been referred to me.

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 need to decide whether the work carried out by ASL's contractor was more likely than not unnecessary. If it was unnecessary, it wouldn't be fair for Mr P to have to contribute towards it.

ASL's contractor reported as follows after his first visit:

"Checked boiler, is an old system and external pump impellor weak and zone valve passing, sometimes motor actuator sticking too...system is old but not an issue with the boiler rather the system with external parts listed below."

The parts were an external pump, three port zone with motor, pump valve and connector. The contractor said the system was working after he'd fitted those new parts.

Mr P's engineer found that the gas boiler fired up but didn't stay lit more than a few minutes. He said the gas valve wasn't opening fully. After he'd fitted a new PCB and gas valve, the problem was resolved.

It's unfortunate that ASL's contractor didn't manage to restore full heating and hot water to the property. Mr P's heating system was nine years' old at the time. Parts in older systems are more prone to faults or wearing out. I understand a faulty pump impellor is a common cause of boiler failure.

ASL has explained that the parts fitted by its contractor were all external and those by Mr P's engineer internal. It described the PCB as the "brain" of the boiler which controls all its different parts and said when it is faulty, the boiler doesn't function. As the boiler was working intermittently when its contractor left the property, it didn't think the PCB could have failed at that stage. It said it's common in boiler repairs that when new parts are fitted, they can "blow" the PCB and thought it likely that had happened in this case. That seems probable to me as the system was apparently working for a short time after ASL's repair.

So I'm not persuaded that there is sufficient evidence to say that the parts fitted by ASL's contractor weren't needed. It follows that I don't think ASL needs to reimburse Mr P for the balance which he paid towards that work.

If ASL's contractor had gone on to replace the PCB and gas valve, under his policy Mr P would only have had to pay for the additional parts. So I think it was fair of ASL to offer Mr P £500 towards his repair. I agree with our Investigator that ASL should add simple interest of 8% on to this sum from the date of the invoice to the date of payment.

I note the policy doesn't cover alternative accommodation costs but ASL has offered to cover these anyway. That was reasonable in the circumstances. It also offered £50 towards the radiators Mr P bought which he was entitled to under the policy.

In view of the delay in restoring heating and hot water and the poor communication ASL offered £100 compensation. Overall I think this amount is fair and in line with what I would have awarded had no such offer been made. As I understand that the costs and compensation have not yet been paid, interest as above should also be added to the costs.

My final decision

For the reasons given above I uphold this complaint and require AmTrust Specialty Limited to pay Mr P £500 towards the cost of his private works.

AmTrust Specialty Limited has offered to pay £307.98 in respect of accommodation costs, £50 towards the radiators and £100 compensation. I think this offer is fair in the circumstances. So AmTrust Specialty Limited should also pay these amounts to Mr P if it has not already done so.

AmTrust Specialty Limited should also add simple interest* of 8% on to the sums paid towards his private works, the accommodation costs and the radiators in each case from the date of the invoice to the date of payment.

*HM Revenue & Customs requires AmTrust Specialty Limited to deduct income tax from this interest. AmTrust Specialty Limited must give Mr P a certificate showing how much tax has been deducted if he asks for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 25 December 2025.

Elizabeth Grant
Ombudsman