

complaint

Mr M and Miss S complain about poor service provided by Ambant Underwriting Services Limited ("Ambant") in respect of their home emergency insurance policy.

background

Mr M and Miss S had a home emergency policy with Ambant, which included an annual boiler service. In April 2106 Mr M agreed with Ambant's engineer that the engineer would attend on the afternoon of 7 April 2016 to service the boiler. Miss S took a day off work to be there, but the engineer didn't turn up.

Mr M complained to Ambant and another appointment with another engineer was arranged, with Miss S again taking the afternoon off work to be present. This engineer didn't turn up either. Mr M and Miss S were given conflicting reasons for his non-appearance. Ambant offered to arrange a third appointment, but Mr M declined. He said he wanted to terminate his contract with Ambant immediately.

Ambant agreed to accept his cancellation. It said it would refund £48, which was the part of the premium he paid attributable to his boiler service, plus a further £50 for the inconvenience he they had suffered. However shortly after his cancellation Ambant took a further monthly payment of £19.99 from Mr M's bank account. Mr M and Miss S thought they should be compensated further and complained to us.

Our adjudicator didn't recommend that this complaint should be upheld. Ambant had told Mr M that it was happy to refund the £19.99 it took from Mr M's bank account after cancellation, but Mr M wanted all the premiums he had paid to be refunded. The adjudicator didn't think that was reasonable. Mr M had been let down with the boiler service. But he had had the benefit of home emergency cover under the policy if he needed it.

The adjudicator thought the return of the £19.99, and the £48 for the boiler service element of the policy, plus £50 compensation, was reasonable in the circumstances.

Mr M responded to say, in summary, that:

- the compensation was insufficient for the poor service they received and Miss S losing one and a half days holiday;
- he still hadn't been refunded the £19.99, or been contacted by Ambant to arrange this;
- he wasn't aware of the costs of individual parts of his insurance cover, and thought his annual premium of £239.88 was for the all round service; and;
- he thought Ambant should be required to pay more as a bigger punishment, and to stop this happening in the future.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

As the adjudicator has explained to Mr M, it isn't our role to fine or punish a business, or tell it how to run its business. That is for the Financial Conduct Authority (FCA). But we will

consider what is reasonable compensation for a consumer where a business doesn't perform as it should.

The cost of the boiler service is shown separately as £48 in the schedule to the policy. Ambant has refunded this, and paid a further £50 compensation for its poor service. While I understand Mr M's and Miss S's feelings about how they were treated, I think this is reasonable in the circumstances.

Ambant also cancelled the policy in April 2016 as Mr M asked. It has agreed to refund the £19.99 taken from his bank account after cancellation. Ambant says it tried to call Mr M and Miss S to process this, but hasn't had a response.

If Mr M and Miss S are happy to receive this refund by cheque, I suggest they contact the adjudicator, who will pass this information on to Ambant. Alternatively, if they wish this to be paid into a bank account, they should contact Ambant themselves and give it the necessary details.

my final decision

My decision is that I don't uphold this complaint, and make no order against Ambant Underwriting Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Miss S to accept or reject my decision before 19 December 2016.

Lennox Towers
ombudsman