

complaint

Mr A complains that Amtrust Europe Limited acted unfairly and unreasonably when repairing his boiler under a home emergency policy. He wants Amtrust to pay to replace the boiler or pay the value of the boiler.

background

Mr A had a home emergency policy with Amtrust. His boiler suffered a malfunction (which Mr A described as minor but meant that he had no heating). Amtrust sent an engineer to repair it, and Mr A said that the first engineer didn't properly deal with the issue. On the second visit, the engineer fixed the dial but said other parts were needed. On the third visit, the engineer replaced more parts, but ultimately Mr A said that the repair was unsuccessful and the engineer said that the boiler needed to be replaced. Mr A was unhappy about the service provided - at times he had been left without hot water or heating, and he was called at work at times to discuss the boiler. He felt that Amtrust's engineers had ruined his boiler.

Mr A complained to Amtrust. It said the first engineer diagnosed a switch needed replacement and had to order the part. Mr A then called the next day to say another switch had broken, but it was explained if the first switch led to the emergency being resolved, the second switch wouldn't fall under the policy to be resolved. Amtrust then confirmed that at the second visit, the engineer replaced the switch and found another part had broken. It said that the engineer later returned (after Mr A refused the offer of a visit earlier) and discovered rust on a part which caused a leak in his view. By this point, the cost limit of the policy had been exceeded and Mr A was told he'd have to pay for the work to continue. Amtrust thought a "domino effect" on an older boiler had occurred – this is the term for finding more issues while fitting new parts. But the amount of work was limited by the policy and Mr A had received all that he was entitled to in the view of Amtrust and it was his choice not to pay for the further work required.

Mr A complained to us and sent a photo of the boiler. The investigator's view was that there was no evidence that the engineer was at fault or damaged the boiler. He said that Mr A exceeded the cap on costs under the policy, and that the complaint shouldn't be upheld.

Mr A disagreed. He said that the investigator ignored the photo he sent of the boiler and that it was fine, apart from the switch before the engineer attended. He wanted an ombudsman's decision. The investigator said that the photo alone wasn't enough evidence to find the engineer was at fault.

my findings

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

I appreciate Mr A feels strongly that the engineer is to blame for his boiler not working, but he hasn't provided any expert independent evidence supporting that view. The photo alone isn't enough; all it shows is that at some point the boiler worked. This isn't disputed. Parts can fail at any time and it's clear that the boiler had been in place for a long time. There's no evidence of regular servicing, but in any event as Amtrust has explained, it's not uncommon to find more issues when replacing one part.

Mr A's policy covered repair work on his boiler suffering a sudden unexpected event which clearly required immediate remedial action up to the total costs cap of £1,000. Mr A had the

benefit of several visits from an engineer with parts being replaced and exceeded the costs cap. In my view, it wasn't unfair or unreasonable for Amtrust to refuse to pay for work to be carried out beyond the costs cap as this is set out in the terms and conditions of the policy which Mr A accepted. I also don't think that it's unfair or unreasonable to call a customer to discuss their broken boiler.

Mr A mentioned that he thought he should've been offered alternative accommodation. But in a call with Amtrust, Mr A declined to stay in a hotel initially and wanted to be paid to stay at a friend's home. When it was explained this wasn't possible, Mr A was given information about how to claim for any hotel costs. I don't think this is unfair or unreasonable – alternative accommodation costs are the costs of staying in a hotel.

my final decision

My final decision is that I don't uphold the complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 10 October 2019.

Claire Sharp
ombudsman