



complaint

Miss J is dissatisfied with Amtrust's handling of her home emergency insurance claim.

background

In March 2011, Miss J had a problem with her boiler and contacted a helpline which appointed an engineer to inspect it. They attended soon after.

The engineer ordered the new parts required and returned to install them on 28 March 2011, since Miss J was not available at an earlier date. However, it transpired that the part replaced was not the cause of the problem and Amtrust delivered two electric heaters to Miss J while the issue was being resolved. Another engineer attended on 7 April 2011 and could not complete the job as further parts were required.

Miss J was informed on 8 April 2011 that an excess was payable as the policy limit had been reached but she disputed this. Amtrust advised that no further repairs could be made until the excess had been paid. Due to this, Miss J said she had to carry water from her kitchen downstairs to the bathroom upstairs to allow her family to have bathing facilities. Miss J said she suffered back problems as a result and provided a letter from her GP in support.

After our adjudicator became involved in the complaint, Amtrust offered to pay a sum to Miss J for the unused portion of the policy limit, in addition to £50 as compensation for delays.

Our adjudicator concluded that the offer made by Amtrust was fair and reasonable, as it had made a deduction for the cost of incorrect parts fitted and the policy limit had been reached. So an excess was required for repairs to be completed. The adjudicator was also of the opinion that Miss J could have paid the excess and complained afterwards to enable her to have hot water at an earlier stage, and so he felt the compensation offered was reasonable.

Miss J disagreed, stating she wanted £900 as compensation.

my findings

I have considered all of the evidence and arguments from the outset, in order to decide what is fair and reasonable in the circumstances of the complaint. Having done so, I uphold the complaint in part, and I will explain why.

On reviewing the terms of Miss J's policy, I note they state:

"This policy doesn't cover You for:

...

21. More than 3 successful claims or £1,000 in total in any rolling 12 month period."

Amtrust charged Miss J £895.71 for the cost of the work done and repairs carried out up to and including the last visit in April 2011. Amtrust did not include the charges incurred during

the initial visit since it was discovered, on the following visit, that the relevant part was not needed.

With that in mind I see that, to complete the job, the policy limit of £1,000 was not sufficient and that Miss J was required to pay the excess if she wanted Amtrust to do so. In the event I gather Miss J chose not to, and instead arranged for her boiler to be replaced by a third party.

I do not believe Amtrust is liable for the cost of Miss J replacing her boiler as, from the evidence, I am persuaded by the evidence that the boiler could have been repaired rather than replaced – albeit with the payment of the excess amount by Miss J.

I am mindful that Miss J was left without hot water and heating for longer than was necessary, but note Amtrust did arrange for her to use temporary heaters in the meantime. With regard to the delay, I consider Amtrust's offer of £50 is reasonable. I say this while bearing in mind it was open for Miss J to pay the excess amount and seek to reclaim this by complaining to Amtrust in the first instance and then, ultimately, to us.

The amount of £104.29, from the policy limit of £1,000, remained unclaimed because of Miss J's dispute with Amtrust. I consider, in all the circumstances, that it would be fair and reasonable to pay Miss J the outstanding amount, in addition to the £50. I do not believe Amtrust is liable for any additional amount regarding loss of earnings in the light of the available information. Further, I have reviewed the letter from Miss J's GP dated February 2012 regarding her back, neck and side complaints, and advice concerning analgesics, but I have not seen evidence to demonstrate this was related to the actions of Amtrust.

my final decision

For the above reasons, my final decision is that I uphold this complaint in part. I consider that the offer made by Amtrust is fair and reasonable in all the circumstances. Accordingly, I require Amtrust to pay Miss J the unused portion of the policy benefit up to the stated limit, as agreed. It should also pay £50 as compensation for the distress and inconvenience caused.

Nimish Patel
ombudsman