

## **complaint**

Mrs J's complaint is about the handling of a claim under her central heating insurance policy with Amtrust Europe Limited.

Amtrust uses agents to handle claims on its behalf. Any reference to Amtrust in this decision should be read as including things said and done on its behalf by those agents.

## **background**

I issued a provisional decision on this matter in April 2010, part of which is copied below:

*"On 19 January 2019, Mrs J made a claim under her policy, as her boiler was not working. Assurant sent a contractor to look at Mrs J's boiler the same day. He said that the pump was faulty and would need to be replaced. It was arranged that this would be fitted on 21 January 2019 and she would be contacted with an appointment time.*

*Mrs J says she didn't hear anything from Amtrust, so she called the contractor who said the pump would be fitted on 22 January 2019 between 8am and 5pm...the faulty pump was replaced and the boiler was left working. However, shortly after the engineer left, Mrs J's boiler stopped providing hot water.*

*Mrs J said she called the contractors direct but it wouldn't send out another engineer, as the previous job had been closed. They told her she would have to lodge another claim with Amtrust. Mrs J contacted Amtrust who confirmed the contractors would come back out. They attended the same day, but the engineer was unable to find any faults. Mrs J contacted Amtrust again later, as she was unable to get heating or hot water after the engineer left.*

*Another engineer came out on 26 January 2019. He diagnosed that the problem was with the printed circuit board [PCB], which he said he could replace two days later. In the meantime, he said the boiler was providing heat and hot water. This appointment was then put back to 2 February and then 6 February 2019. The printed circuit board was replaced on 6 February 2019 and I understand that finally resolved the problems with the boiler.*

*Mrs J is very unhappy that the repairs took so long and the appointments kept being changed. She had told Amtrust that she has a medical condition affected by the cold, and so she needed the boiler to be fixed sooner. Mrs J says Amtrust didn't offer her any alternative heating; she had no hot water and incurred additional costs in using electric heaters. Mrs J has asked for £2,000 compensation for the trouble caused to her and her family by this.*

*Amtrust said it apologised for the delay in fixing Mrs J's boiler and offered £65.76 (i.e. two months premiums) as a gesture of goodwill.*

*One of our investigators looked into the matter. He did not think it should be upheld as he thought Amtrust had overall acted reasonably and tried to repair the boiler as quickly as it could; and as the boiler was working – so Mrs J had heating and hot water – during this time, he didn't think that any further compensation was warranted. The investigator also said the policy doesn't provide cover for the cost of alternative sources of heating while a boiler is awaiting repair, so he didn't think Amtrust had acted unreasonably in not offering to provide Mrs J with electric heaters.*

*Mrs J doesn't accept the investigator's assessment, so the matter has been passed to me.*

*Mrs J has made a number of points, which I've summarised below:*

- *The investigator said he'd taken account of letters sent to her but, other than the final response letter, she didn't receive any. If there were any other letters they should be disclosed, otherwise this makes the process one sided and unfair.*
- *Why were these letters, the visit reports and internal contact notes not disclosed to her for her comments and to check their accuracy, before the investigator issued her findings.*
- *Without her input the investigator cannot have "carefully reviewed this evidence" and the investigator has failed to properly understand the complaint. Mrs J was unhappy because Amtrust took extensive time to fix the boiler and the way and manner it was fixed. The complaint was raised as result of this.*
- *Amtrust may have been short of engineers but she'd paid for a service and she should not be punished for Amtrust's shortcomings. She has not received the service that she's entitled to under the Consumer Rights Act.*
- *She made a recording of the pilot light flickering, not firing up and shutting down, because there was no other way to prove to the engineer there was still a fault with the boiler, which he was then able to diagnose as being with the PCB.*
- *The PCB was available the day after he diagnosed this as the problem but couldn't be fitted for a week because of a shortage of engineers.*
- *If the PCB was faulty then how can the boiler have been working? The boiler cannot work without this. The investigator has relied on the lies of the engineer to save his skin and that of his firm he worked for.*
- *We should ask for recordings/transcripts of the telephone conversations she had with Amtrust, as the notes disclosed to us are inaccurate.*
- *The boiler was not working which is why she was calling Amtrust every day to get the appointment to fit the new PCB installed as soon as possible.*
- *Amtrust should have been proactive to resolve the fault much earlier during the week than having to wait until the weekend the change the part when the part was at their disposal much sooner.*
- *The investigator didn't mention the offer of compensation from Amtrust which clearly show it admits liability.*
- *The investigator is biased and his assessment is flawed.*

*As the investigator was unable to resolve the complaint, it has been passed to me. In the meantime, Mrs J has been provided with copies of all the correspondence and documents that have been provided to us by Amtrust. Mrs J says Amtrust was less than transparent and did not provide copies of all the emails exchange between her and Amtrust which set out the timeline of events. This was provided on the file but as Mrs J was already in possession of these, they were not sent to her again.*

### ***my findings***

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

*There is no dispute as to the basic fact that it took from 19 January to 6 February 2019 to fix the boiler i.e. 18 days altogether. Amtrust has provided job sheets which confirm the following attendances and actions:*

*19 January 2019 Attended as boiler not working, needs a new pump.*

*22 January 2019 Replaced the pump and all working for a short time only.*

*22 January 2019 Second attendance that day. Boiler working as normal, possible air in heat exchanger.*

*24 January 2019 No fault found.*

*26 January 2019 No fault found but watched a video Mrs J had taken of the ignition light and from which the engineer said he could tell it was an electrical issue on the PCB and a leak from a connector.*

*6 February 2019 PCB, air vent, fan and connector were replaced and the problem was resolved.*

*The only difference in this and Mrs J's timeline is that she didn't say there was a second visit on 22 January 2019.*

*Mrs J and her family were therefore without heating and hot water for before the new pump was installed. That visit didn't resolve the fault entirely but there's no convincing evidence that the replacement of the pump was unreasonable action to take or that Amtrust could and should have known that the PCB and other parts would also need replacing during that first attendance or the two subsequent visits. Amtrust went out again promptly each time Mrs J let it know there was an issue but the fault was intermittent and therefore difficult to diagnose. I am not therefore persuaded that Amtrust acted unreasonably during this period, or that it failed to fulfil its obligations under the policy.*

*There was then an eleven day delay before the other new parts were fitted on 6 February 2019, with the appointment date being changed twice. I agree that this would have caused some inconvenience and frustration to Mrs J which could have been avoided.*

*Mrs J says the boiler can't have been working if the PCB was broken and that she was without heating and hot water for the entire period and the engineers have just said the boiler was working to cover themselves. However, I have no reason to doubt what the engineers have recorded in their job sheets. These are contemporaneous notes of each visit and they would have no reason to say there was no visible fault if in fact the boiler was not working at all. However, I accept it would still be inconvenient and stressful to have the boiler stopping intermittently. If the parts had been fitted on 28 January 2019 as originally scheduled, this would have meant the boiler was properly fixed in nine days, which would not seem unreasonable, rather than eighteen days.*

*So while I do not agree that this warrants the level of compensation Mrs J has asked for, I do not think the amount offered by Amtrust is enough either. I consider that the sum of £250 is appropriate and in line with awards made in similar cases. This is to reflect the inconvenience of having the appointments rescheduled and the boiler working intermittently between 26 January and 6 February 2019.*

### **my provisional decision**

*I intend to uphold this complaint against Amtrust Europe Limited and require it to pay Mrs J the sum of £250 (to include the £65.76 already offered) as compensation for the distress and inconvenience caused by its handling of this claim."*

### **responses to my provisional decision**

I invited both parties to respond to my provisional decision with any further information or arguments they want considered. Amtrust confirms it accepts my provisional decision. Mrs J

still thinks that the compensation should be higher but nevertheless has reluctantly accepted my provisional decision.

**my findings**

I've considered all the available evidence and arguments again to decide what's fair and reasonable in the circumstances of this complaint. As neither party has provided any further information or arguments and they have both accepted my provisional decision, I see no reason to change my provisional findings. I therefore remain of the opinion that Amtrust should pay Mrs J the total sum of £250 as compensation.

**my final decision**

I uphold this complaint against Amtrust Europe Limited and require it to pay Mrs J the sum of £250 (to include the £65.76 already offered) as compensation for the distress and inconvenience caused by its handling of this claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 7 June 2020.

Harriet McCarthy  
**ombudsman**