

complaint

Mr R complains about the service he received from Ambant Underwriting Services Limited under his home emergency insurance policy.

background

Mr R complained to Ambant about this matter. And, being unhappy with its response, he complained to this service.

Our adjudicator thought Mr R's complaint should be upheld. He said Ambant should carry out an annual service of Mr R's boiler and it should refund him £48 for not carrying out a service during the first year of his policy. The adjudicator also said this should be rounded up to a total of £100 for the inconvenience Mr R had been caused.

Ambant didn't respond to the adjudicator's conclusions. So, the matter's been referred to me to make a final decision.

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've decided to uphold Mr R's complaint and I'll explain why.

Mr R says the policy includes an additional payment (£48) to cover an annual boiler service during the policy period 10 January 2016 to 9 January 2017. He says the policy cover note stated that it would occur in June 2016. But he says Ambant didn't contact him to arrange an appointment, so it didn't carry out the service.

Mr R also says when he contacted Ambant on 31 December 2016 it offered him a refund as its systems had apparently failed to ensure that the service was carried out when it was due. And he says after hearing nothing for another 3 weeks he contacted Ambant again and was told it had no record of him being offered a refund.

In addition, Mr R says in response to his complaint Ambant offered to arrange to carry out a service. But he says the next service is now due too soon to make it worthwhile to carry out two services in quick succession. And, in any event, he says Ambant should give him the refund it had previously suggested.

The information I've seen indicates Ambant didn't service Mr R's boiler during the first year of his policy. I note it said in response to Mr R's complaint that it would request its engineer to contact him to arrange an appointment. But Mr R's policy's now in its second year. And I think he's right to say there's little point in having two services in quick succession. So, whilst I think Ambant should carry out an annual service of Mr R's boiler, if it hasn't done so by now, I think this will be the service due in the current year of his policy, rather than a delayed service for the previous year.

I note Mr R's policy premium included £48 for an annual boiler service he didn't receive. And I note he's experienced some inconvenience in dealing with this matter. So, I think it's fair for me to require Ambant to refund £48 to him and I think it's also reasonable for me to require it to pay him a further £52, to properly reflect his inconvenience as a result of this matter.

my final decision

I uphold Mr R's complaint against Ambant Underwriting Services Limited. It must carry out an annual service of Mr R's boiler if it hasn't already done so. It must also refund Mr R £48 for not carrying out a service during the first year of his policy. And it must pay him a further £52 for the trouble and upset he's experienced.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 2 February 2018.

Robert Collinson
ombudsman