

complaint

Mr M complains that AmTrust Europe Limited is responsible for poor service in connection with a home emergency insurance policy.

background

The Financial Ombudsman Service deals with consumer complaints against insurance companies and other regulated financial firms. In the case of a complaint about a claim under an insurance policy, we deal with it as a complaint against the insurance company responsible for dealing with the claim.

In our final decision we name the insurance company but we don't name other companies or individuals.

Mr M had a policy branded with the name of an energy group company. The policy covered an annual boiler service. That was to be provided by the energy group company.

The policy included cover for repairs. That was subject to a £50.00 excess or fixed fee. AmTrust was the insurance company responsible for dealing with claims for repairs. Where I refer to AmTrust or the insurance company, I include other companies and individuals insofar as I hold AmTrust responsible for their actions.

Mr M had had a recent annual boiler service. But his boiler broke down on about 17 January 2019 during cold weather. He complained that the insurance company took until about 13 February 2019 to fix it.

In a final response letter dated 4 March 2019, the energy group company offered to refund the £50.00 excess and to pay a further £100.00 (a total of £150.00).

Our investigator dealt with the complaint as against the energy group company.

She didn't recommend that the complaint should be upheld. She thought it unlikely the fault (in January 2019) had anything to do with the boiler service. She thought that the amount the company had already offered to resolve Mr M's complaint was reasonable in the circumstances. She said that amount was £200.00 but she later corrected that to £150.00.

Mr M disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- The problems started after the last annual service on his boiler.
- His experience during the claim was stressful.
- The insurer took 5 times the amount of time an independent engineer would've taken to repair the boiler.
- He spent a lot of money and the £150.00 does not cover his expenses.
- In about June 2019 the sensor that was apparently replaced earlier that year wasn't working again. He had to pay £50.00 as callout charges.

my findings

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

Mr M's recollection is that the annual service was in December 2018 or January 2019. But he hasn't shown us any document to confirm this. And the energy group company kept business records. So I find its dates generally more reliable than Mr M's.

From the records, I see the annual service was booked for 15 November 2018 and an engineer attended that day. He couldn't complete the service without replacing the burner and burner gasket.

He ordered these parts and fitted them on 21 November 2018. I think that must've been a repair for which AmTrust was responsible.

The engineer did the annual service the same day but I don't hold AmTrust responsible for the quality of the annual service.

On 17 January 2019 Mr M's boiler stopped working properly. So he already had a problem when he contacted AmTrust. That's why he contacted AmTrust. An engineer came the same day but he had to order parts and that was bound to take some time.

The policy provided for a £50.00 excess. So I don't find it unfair that Mr M had to pay that.

Mr M and his family were without central heating and hot water. So he used three fan heaters.

I have no reason to doubt his statement that the fans caused his circuit breaker to cut out – so he had to pay an electrician £250.00 to resolve that problem. But I can't say AmTrust was responsible for causing or resolving the electrical problem.

I find it possible that the fan heaters cost more in electricity than the boiler would've cost for gas. Mr M has suggested a figure of £120.00. But I consider that he has fallen short of showing evidence that the insurance company caused or was responsible for such a financial loss.

I accept Mr M's statement that he and his young son each suffered a cold and his wife suffered a migraine. But I consider that he has fallen short of showing medical evidence that the insurance company caused illness.

An engineer visited on 25 January 2019 but he couldn't complete the repair because he didn't have all the necessary parts. From the records, I find it possible that this was partly because the engineer had ordered the wrong sensor harness. But I find that it was also partly because he found that the heat pads also needed replacement.

On 30 January 2019 AmTrust restored heating and hot water- but there was further work to do. The repair was completed on 13 February 2019 with the replacement of the primary sensor.

I consider that the insurance company were responsible for the lack of central heating and hot water for no longer than the period 25 January to 30 January 2019. Even if it were

responsible for the inconvenience and distress Mr M suffered during that time, I'm satisfied that it did enough to put this right by paying him £100.00 and refunding the £50.00 excess.

So I don't find it fair and responsible to direct AmTrust to pay Mr M any more or to do anything further in response to this complaint.

If he has a further complaint about the durability of the repair to the sensor, then he must raise such a complaint separately as it post-dates the final response of March 2019.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct AmTrust Europe Limited to do anything further in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 April 2020.

Christopher Gilbert
ombudsman