

complaint

Mr R complains that he received poor service when he made a claim under a boiler insurance policy provided by Amtrust Europe Limited.

Amtrust uses a third party as a claims administrator to manage claims made against its insurance policies. It is this third party that's been corresponding with Mr R, but for ease of reference, all mentions of Amtrust should be taken to include the administrator.

background

In September 2018, Mr R's boiler developed a fault. He contacted Amtrust and an engineer attended his home. The engineer determined that a new part was needed for repair. An appointment was made for two days' time, by which point the part was expected to be in stock.

Mr R took a day off work for this further appointment. But he received a call in the afternoon of that day to say the part had gone missing in the warehouse – so the engineer wouldn't be able to attend. Another appointment was made for three days later.

By the time of that second appointment, the part was still missing – and a replacement appears not to have arrived. So Amtrust contacted Mr R again and made yet another appointment, for two days later. That appointment was successful and the boiler was repaired, a week after the initial inspection and five days after the first repair appointment.

Mr R complained about the service he'd received. Amtrust offered £40 compensation for the delays and cancellations at short notice, but Mr R didn't feel that adequately reflected the trouble and upset he'd been caused.

One of our investigators reviewed the complaint and agreed that Mr R had experienced poor customer service. He recommended that the compensation payment be increased to £100, which Amtrust accepted. Mr R didn't agree that this was sufficient, so the complaint's been referred to me for 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.

There's no dispute that Amtrust provided poor service, or that Mr R was inconvenienced by the multiple appointments and the short notice of cancellation. What I've been asked to decide is what would be suitable compensation for that poor service.

Mr R's said he had to take two extra days off at short notice because of the late cancellations and delays. And this caused him some problems at work. Mr R estimates he lost over £200 as a result of the extra time off – and he'd like to be compensated for that.

When something goes wrong, such as a boiler breaking, it's reasonable to expect that there will be some inconvenience and expense caused by having to deal with it. So I wouldn't look to directly link compensation to the time off Mr R's had to take – because the boiler fault would always have caused some impact, regardless of how Amtrust dealt with the claim.

But I can see that Mr R's position was made worse by Amtrust's error in mislaying the part twice, and by the short notice of the cancellations. So in this case I do think some compensation was due – and I agree that £100 is fair and reasonable in the circumstances. I say this because the boiler was repaired within a week of the initial engineer's visit - so although it took longer than Amtrust first suggested, I don't think the delay was unreasonably long. And I can see that Amtrust did take steps to contact Mr R as soon as it became aware of problems. So while I appreciate the short notice was frustrating for Mr R, I don't think Amtrust could have notified him any sooner.

I understand Amtrust has recently issued a cheque for £60, to take the total compensation paid to Mr R up to £100. It's not clear whether Mr R has cashed this - if he hasn't and the cheque has now expired, Amtrust should reissue it.

my final decision

I uphold Mr R's complaint and direct Amtrust Europe Limited to pay Mr R a total of £100 in compensation, if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 28 February 2019.

Cara Goodbody
ombudsman