

## **The complaint**

Mr R complains that Amtrust Europe Limited (“Amtrust”) has acted unfairly in relation to a claim he’s made under his landlord insurance policy.

## **What happened**

Mr R has a landlord’s property owner’s policy in place with Amtrust to cover a property he lets out. In January 2023, Mr R made a claim under the policy, after a pipe burst and caused damage to the boiler.

Amtrust considered the claim and before accepting liability, found that Mr R had been underinsured. A previous case was investigated by this service regarding the issue of underinsurance, and it was agreed that if Amtrust were to settle the claim, then they’d be liable to pay 54% of the claim costs. This was because our Investigator at the time concluded that Mr R, as a commercial customer, hadn’t made a fair presentation of risk to Amtrust when he took out the policy, as the building sum insured he’d given was too low.

Mr R accepted the previous Investigator’s assessment. Amtrust responded to the Investigator to say that whilst it was happy to pay 54% of the claim, the claim had yet to be validated and more information was required.

It said that the policy was taken out the day before the claim was made, and Mr R had provided a photo of a burst pipe which Amtrust says was taken prior to inception of the policy. So Amtrust queried the date the damage occurred. It therefore asked Mr R for further evidence of the leak and failed pipe, together with evidence of when the tenant became aware of the leak and evidence of the tenant reporting the matter to Mr R, so it could validate the claim.

Mr R didn’t think this was fair. So he referred a new complaint to this service. This complaint was considered by a different Investigator, who said that it wasn’t unreasonable for Amtrust to query the date of the damage, because it had been found that the image of the damaged pipe was taken prior to inception of the policy.

Mr R didn’t agree with our Investigator’s findings. So the complaint has now come to me to decide.

## **What I’ve decided – and why**

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

Having done so, I’m afraid I’m not upholding this complaint. I’ll explain why.

An insurance policy usually covers events which occur from the date of inception of a policy, which in this case was 16 January 2023.

I appreciate Mr R says he was made aware of the leak in the afternoon of 17 January 2023, but the image he provided to Amtrust of a burst pipe was taken on 13 January 2023. And the

photo of the exterior of the boiler was taken at 10am on 17 January 2023. So it asked Mr R for further evidence in order to validate the claim. Given the circumstances, I don't think this was unreasonable, as Amtrust had to ensure the damage occurred within the period the policy covered, before accepting liability.

Mr R said he believes his plumber had sent him the wrong photo. And that his tenant didn't report the leak until the afternoon as he had a small shop that he worked in by himself, so he had contacted Mr R when there were no customers and when he was able to do so. I've noted from the phone call details that Amtrust has provided, that Mr R was then left to make enquiries of his tenant and plumber and return to Amtrust with further evidence.

Mr R says that due to the passage of time, his plumber has deleted the correct photos and so these are no longer available. This is unfortunate, but I'm not persuaded that Amtrust has acted unfairly here. The photo of the pipe which Mr R says is incorrect, matches the description of the damage which is given in the invoice. So I don't think it's unreasonable for Amtrust to query whether the damage occurred within the period of cover.

I appreciate the difficulties Mr R is having in obtaining further evidence. But I think that given the circumstances, Amtrust hasn't done anything wrong in trying to ascertain the correct date of loss, given that the damage occurred so close to inception of the policy.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 4 August 2024.

Ifrah Malik  
**Ombudsman**