

## **The complaint**

Mr A complains One Insurance Limited (One Insurance) unfairly declined his claim on his home emergency insurance policy.

There are several parties and representatives of One Insurance involved throughout the complaint but for the purposes of this complaint I'm only going to refer to One Insurance.

## **What happened**

On 13 November 2021 Mr A made a claim on his home emergency policy when his boiler broke down and he had no heating.

When he contacted One Insurance its agent asked him to confirm the boiler had been serviced within the last 12 months, as this was a requirement of the cover. Mr A confirmed it had been completed, but he was unable to give the specific date as he was not sure where the paperwork was.

The One Insurance agent said Mr A would have to call back once he had found the paperwork with the specific date as it could not progress his claim without this.

Mr A called One Insurance back on 21 November 2021 to make the claim on his policy and give the exact boiler service date. During this call One Insurance's agent rejected his claim because he had not notified the fault within 24 hours of finding it. Mr A explained he had already reported the fault on 13 November 2021 which was the day it happened and he had been away from his home since that date until now. He said he was phoning back with the service date as requested.

As One Insurance would not accept his claim, Mr A organised for a gas engineer to repair the boiler.

After looking into Mr A's complaint, One Insurance confirmed it had rejected his claim because he left it more than 24 hours after noticing the incident and because the boiler had not been serviced within the last year.

Mr A said this was not correct and so he brought the complaint to our service. He wants One Insurance to refund the costs he paid for his boiler repairing, refund his policy costs and pay compensation for leaving him with no heating.

Our investigator partially upheld the complaint. They looked into the complaint and agreed that One Insurance had been fair in rejecting Mr A's claim as it could not be regarded as an emergency under the terms of his policy. However, they said One Insurance should have been clear during Mr A's first call that his claim did not fall into the definition of an emergency and this delayed him arranging for his boiler to be repaired. They recommended One Insurance pay Mr A £100 for the poor level of customer service he received.

As One Insurance is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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.

### ***Claim***

A home emergency policy is designed to provide an emergency response to sudden and unforeseen emergency situations that happen.

I have looked at the terms and conditions of Mr A's home emergency policy. It says;

*"Definition:*

*A home emergency is considered an event that poses a threat to life or property and ongoing damage is prevented as a temporary measure; this does not cover permanent fixes."*

It goes on to say; *"To use this product, you MUST call us within 24 hours of discovering the emergency."*

One Insurance said the reasons it declined Mr A's claim was because as he did not call within 24 hours after noticing the fault, this was a pre-existing issue. And it was excluded due to the boiler not being annually serviced as proof of service was never provided.

I saw that Mr A did call One Insurance on 13 November 2021 when his heating stopped working and then left it a week before calling back to confirm the required details to progress his claim.

Mr A said he was not told by One Insurance he needed to call back straight away with the details of his boiler service. I agree he was not specifically told this but as he was making a claim on a home emergency policy, I don't think he needed to be told this.

I have considered Mr A's explanation that he was away from his home for a week after he made the first claim call, so he did not call One Insurance back with the details of his boiler service until his return on 21 November 2021.

As Mr A was able to leave the issue with the heating, to go away for a week, I do not think this issue can be considered as a home emergency, as is defined in the policy.

Mr A wants One Insurance to pay for the cost he incurred to repair the fault to his boiler.

Under the terms of the cover it says;

*"What is included?"*

*Boilers – emergency repairs after an emergency involving your home that leads to the main source of heating failing."*

As the cover only provides emergency repairs after an emergency. I do not agree that One Insurance are required to pay Mr A the costs to repair the fault found by his own engineer.

I think that the reasons One Insurance declined Mr A's claim were valid and the exclusion fair under the terms of the policy.

Therefore. I do not uphold this part of his complaint.

### ***Customer service***

When the One Insurance agent rejected Mr A's claim on 21 November 2021, Mr A asked for this to be escalated to a manager. He was not called back as agreed and so he made another call on 23 November 2021. This call was also not returned as agreed. On 29 November 2021, through the One Insurance on-line chat service, Mr A was told his complaint would be reviewed within eight weeks.

Although I think One Insurance had valid reasons to decline Mr A's claim, the reasons it gave were not fully explained.

During the two claim calls Mr A made to One Insurance in November 2021, it did not mention the claim would not be covered as it did not meet the home emergency definition as per the terms and conditions of the policy. Neither was this mentioned in its written response to Mr A.

I feel One Insurance should have been clearer with Mr A, when he made his claim calls in November 2021, that his claim would not be covered as a home emergency even if he had provided the evidence of his boiler service.

I think if One Insurance had clarified this, Mr A would have been clear that his claim would not be covered under the terms of the policy as it did not meet the definition of a home emergency.

Therefore I uphold this part of Mr A's complaint. I think One Insurance should pay Mr A £100 for the inconvenience caused by the lack of clarity provided to him during his initial claims calls and its failure to return his calls as agreed.

### ***Refund of policy***

In the terms and conditions of the policy it says;  
*"You can cancel this policy within 14 days of taking it out; where no claims have been made a full refund will be given. No refund of premium will be given after this period."*

Under the terms of Mr A's policy he is not eligible for refund of his premiums and therefore I do not uphold this part of Mr A's complaint.

### **My final decision**

For the reasons I have given I partially uphold this complaint.

I require One Insurance Limited to pay Mr A £100 in compensation for the level of customer service he received during his claim calls.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 13 September 2022.

Sally-Ann Harding  
**Ombudsman**