

The complaint

Mr M complains that Acasta European Insurance Company Limited have unfairly declined the claim he made on his guarantee protection policy. Reference to Acasta will include their representatives.

What happened

Mr M has a guarantee protection policy with Acasta. This provides cover for repairs to his guttering, in the event the company which fitted it ceased to trade. Hereafter “the company” should be read as being those who fitted Mr M’s guttering.

Mr M had his guttering re-done around April 2021, unfortunately he’s had numerous problems with it since – having to request the company to carry out remedial work on several occasions, dating as far back as May 2021.

In July 2022, Mr M made a claim on his guarantee protection policy, for what he said was a new problem. Mr M said problems first arose in May 2021 and that the company had ceased to trade on 6 July 2022, so he felt his policy should cover this.

Acasta assessed the claim, but said Mr M wasn’t covered since the issues had arisen prior to the company ceasing to trade, and because cover only applied to issues that arose after that.

Mr M wasn’t happy, he said he’d made a mistake with the dates when claiming and that Acasta was being unfair.

An investigator here looked into the matter. He wasn’t satisfied Mr M had simply made a mistake and therefore didn’t think Acasta had been unfair.

Agreement couldn’t be reached, so the case was passed to me to decide. I put it to Acasta that the claim should be reconsidered on account of information provided by the liquidators. They said the company had ceased to trade on 17 June 2022, which would mean the issue being claimed for now arose after that date.

Acasta didn’t agree, because Mr M was required to complete the claim form accurately and because of the confusion over the dates. Because of that, I have given the matter further consideration.

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.

The key issue here seems to be the dates. Mr M has referred to issues having arisen shortly after installation. But he’s also explained that other issues had been fixed. He says that the issue he is claiming for now is a newer one – which occurred after the company ceased to trade. And that when answering the question initially he was trying to explain that he had had

problems *since* May 2021. Not that this one occurred back then.

This is supported by his emails to the company where he explains about previous defects being fixed. And by the video footage he has sent in which shows as having been recorded on 1 July 2022.

That brings me on to the date the company ceased to trade, which is the reason Acasta has rejected the claim. Mr M made the point that while he put down the date of 6 July 2022, which clearly post dated the issue he's claiming for, that was the date of liquidation. Which would have come after they ceased to trade.

Having contacted the liquidators, they have suggested the company ceased to trade on 17 June 2022 – so this was prior to the issue identified on 1 July 2022.

Overall, while I accept there has been some confusion, and that it was caused by Mr M, it seems reasonable to me to conclude that he was referring to distinct issues with the guttering. And as the company ceased to trade earlier than he first said, a rejection of the claim on the grounds it did not are unfair.

My final decision

It is my final decision that I uphold this complaint. I require Acasta European Insurance Company Limited to reconsider Mr M's claim in accordance with the remaining policy terms. I make no other award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 17 March 2023.

Will Weston
Ombudsman