

## **The complaint**

Mrs H complains about One Insurance Limited (“OIL”) and the service she received after she made a claim on her Home Emergency insurance policy.

## **What happened**

Mrs H held a Home Emergency (“HE”) insurance policy, underwritten by OIL. Unfortunately, in late February 2022, Mrs H discovered her toilet was blocked. And this was her only toilet in her property. So, she contacted OIL to make a claim.

OIL accepted the claim and arranged for an engineer, who I’ll refer to as “E” to attend Mrs H’s property. E completed a mechanical clean which they felt restored flow to the toilet and so, resolved the emergency.

But the following day, Mrs H called OIL to advise that the same gurgling noise remained present when the toilet was flushed. And so, the toilet still wasn’t able to be used. Because of this, Mrs H requested that E re-attend, to look at the issue again. OIL refused to arrange another attendance through the HE policy initially, as they felt a repair had already been completed. So, if further investigation work was needed, OIL felt Mrs H would need to claim through her separate home insurance policy. And, that this would take several days to arrange. Mrs H was unhappy with this, so she raised a complaint.

Mrs H didn’t think OIL were fair to leave her without access to a working toilet. She explained because of this, she’d need to ask her neighbour for help which had caused her both upset and embarrassment. Mrs H was also unhappy with the service the call handlers from OIL provided her, when she was seeking a re-attendance from E. So, Mrs H wanted to be compensated for this.

OIL responded to the complaint and didn’t uphold it. They thought based on E’s comments, and the photographic evidence E supplied, they were fair to decide the emergency had been resolved by E and so, that the HE policy product was performed as outlined. But despite this, as a gesture of good will, they offered to refund Mrs H’s excess of £25. Mrs H remained unhappy with this response, so she referred her complaint to us.

Our investigator looked into the complaint and upheld it. As Mrs H’s toilet was presenting the same issues the day after a temporary repair had been completed by E, they felt OIL should’ve arranged for a second attendance as they felt an emergency was still present. So, they thought OIL had acted unfairly when refusing to do so. To recognise the upset and inconvenience this decision caused Mrs H, our investigator recommended that OIL pay Mrs H £75, on top of the £25 excess refund, to fairly resolve the complaint.

Mrs H accepted this recommendation. But OIL didn’t respond, despite our service asking them to on several occasions. As OIL didn’t respond, our service has assumed they reject the recommendation. So, the complaint has been passed to me for a decision.

## **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 upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

In this situation, as OIL initially accepted Mrs H's claim and instructed E to attend her property, I think OIL accepted that Mrs H's situation was an insured event and met the criteria for an emergency, as she was without access to a working toilet in her property.

Under the terms of the policy Mrs H held, where OIL have accepted a claim OIL state they *"will pay a combined total of £250.00 (including VAT) for labour, advice, parts and materials to cover an emergency for insured events"*. So, for the product to have performed as OIL intended, I'd expect E's attendance, and the actions E took, to have resolved the emergency Mrs H found herself in. And in this situation, I don't think it did.

It's not in dispute that following E's attendance on 28 February 2022, Mrs H called OIL the next day to explain the same issues were still present. Namely, a gurgling coming through the bath when the toilet was flushed. Had E successfully repaired Mrs H's toilet, I wouldn't have expected the same issues to present themselves so soon after. So, when Mrs H did contact OIL she was still in the same situation without access to a fully functional toilet, I would've expected OIL to arrange another engineer to attend, whether that be E or another engineer entirely. And I would've expected them to look to arrange this as soon as reasonably possible, as I think Mrs H still found herself in an emergency situation.

But OIL didn't do this, stating their belief the issue no longer met the criteria for the HE policy Mrs H held. As the issues were the same as the day before, and E's repair had failed to rectify the issue for less than 24 hours, I don't think this was a reasonable determination for OIL to make. So, I think they acted unfairly when they refused to arrange for an engineer to reattend within a reasonable time frame. As I think OIL acted unfairly, I've then thought about what I think they should do to put things right.

## **Putting things right**

Any award or direction I make is intended to place Mrs H back in the position she would've been in, had OIL acted fairly in the first place. In this situation, had OIL acted fairly, I think they would've looked to arrange a second attendance to her property to ensure Mrs H's toilet was correctly unblocked and so, fully functional.

But OIL didn't. So, this resulted in Mrs H needing to seek assistance from someone else. And she did this after speaking to OIL on three separate occasions in an attempt to force OIL to arrange a reattendance. So, I think Mrs H was caused some inconvenience by this. And as Mrs H has confirmed, she was left needing to seek help from her neighbour who had to take further steps to fully clear the blockage which I do think would have been embarrassing for Mrs H, considering what matter the blockage itself was likely to contain.

Our investigator recommended OIL pay Mrs H an additional £75 compensation, on top of their good will offer of a £25 excess refund, to recognise this inconvenience and upset. And I think this payment is a fair one, that falls in line with our service's approach and what I would've directed, had it not already been recommended.

I think it fairly considers the inconvenience Mrs H was caused needing to call OIL several

times the day after E attended her property. And the stress she would've felt needing to find someone else to help her, considering she was without a fully functional toilet. I think it also touches on the embarrassment Mrs H was likely to have felt needing to ask her neighbour to assist her in unblocking the toilet, which was more than likely unsanitary.

But I do also think it recognises the fact Mrs H was able to arrange for her toilet to be unblocked that day, meaning she wasn't without access to a toilet for an extended period of time. And I think it also takes into consideration OIL's attempts to resolve the emergency initially, and their good will offer of refunding Mrs H's excess, which I still expect them to honour if this refund has not already been processed. So, the additional payment of £75 is one I'm directing OIL to make.

### **My final decision**

For the reasons outlined above, I uphold Mrs H's complaint about One Insurance Limited and I direct them to take the following action:

- Pay Mrs H an additional £75, on top of the £25 excess refund already put forward, to recognise the upset and inconvenience she was caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 26 July 2023.

Josh Haskey  
**Ombudsman**