

The complaint

A limited company I'll refer to as "A1" complains about the way Astrenska Insurance Limited handled a claim under a home emergency insurance policy.

What happened

The details of this complaint are well known to all parties, so I won't repeat them here. Instead, I'll focus on what I consider to be the pertinent points and giving the reasons for my decision. I don't mean any discourtesy to either party in relation to this; it simply reflects the informal nature of our Service.

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.

A1 owns a property it rents to tenants. It held a home emergency insurance policy which was underwritten by Astrenska. It required Astrenska to send engineers to the property in the event of a household emergency and, if required, undertake repairs up to the £500 claim limit.

I must explain the policy isn't intended to respond in the way a home insurance policy would (as set out within the policy), such as tracing and accessing a problem, providing detailed reports and a scope of works, and carrying out lasting and effective repairs.

On 14 December 2022, A1 notified Astrenska water was dripping from the bathroom ceiling. And it was dissatisfied with the way the claim was handled by Astrenska overall, so it complained.

The crux of A1's complaint is it considers Astrenska made no effort to assess the cause or provide detailed reports, as had it done so, the problem wouldn't have worsened. It also says Astrenska's engineers made false claims regarding the cause and works carried out, and despite chasing it to undertake repairs, A1 was left with no option but to appoint its own engineer to do them.

I must explain that my role here isn't to assess and diagnose the cause of the problem. That's because I'm not an engineer. Rather, my role is to assess A1's concerns with the claim and decide whether I'm satisfied Astrenska handled matters fairly and reasonably overall, and in line with the policy terms.

Astrenska sent several engineers to A1's property between December 2022 and February 2023. The first engineer was unable to access the property. In fact, the claim notes show that during most visits, Astrenska's engineers faced challenges with either accessing the property, or parts of the building.

A1 didn't agree access was a problem, and in any case, even if it was, engineers ought to have done more to gain access (such as contacting it), rather than walking off the job and

guessing the cause of the problem. But I place more weight in this case on the comments from several engineers – independent to one another – that there was an access problem. It's the responsibility of a policyholder to ensure an engineer has access to a property.

A second engineer attended and also reported issues with access. So, they assessed the bathroom, found a large amount of condensation in the loft space, and concluded the problem reported by A1 was likely the result of condensation. I find this was a reasonable conclusion at that time based on their limited access to the building.

A further visit took place as A1 reported the problem worsened. Astrenska's engineers reported they turned up, but they were unable to access the property due to a misunderstanding with the tenant. They returned a few days later, on 20 January 2023.

The engineers said they carried out some temporary repairs to the roof having found a leak – allowing A1 to go on and arrange for permanent, lasting, and effective repairs to be completed outside the scope of the home emergency policy.

A1 however didn't think – based on reports and photos – the engineers did any work. Rather, it thinks the engineers merely turned up, didn't do anything, and falsely reported to Astrenska they did. It also said, broadly, the works Astrenska's engineers claimed to have done had already been carried out by its own engineer who was handling an unrelated leak.

To support this, A1 provided videos of the property which I've reviewed. And while these videos highlight issues with the roof and property, I don't find they demonstrate Astrenska's engineers didn't carry out the temporary repairs they reported they did.

Astrenska has said the extent of the repairs completed by A1's own engineer suggests a maintenance issue. I find this to be a reasonable conclusion for it to reach given the extent of works detailed within the invoices provided by A1's own engineer in 2023. These repairs appear to have been permanent, lasting, and effective repairs, which A1 would have been required to do, as these would fall outside the scope of the home emergency policy.

Astrenska carried out a further and final visit on 20 February 2023 after A1 made further enquiries about previous visits, reports, and highlighted its concerns. During this visit, Astrenska's engineers also mentioned challenges with access that previous engineers had reported.

The engineers concluded the problem in the bathroom was, broadly, the result of condensation and didn't consider it likely to be due to water ingress. These conclusions were consistent with that of previous engineers. A1 disagreed with this diagnosis and has said engineers guessed what the problem was, but I don't find the evidence supports that here.

Astrenska relied on these findings when concluding it wouldn't assist A1 further with the claim. Given these findings were consistent with that of previous engineers, I find Astrenska's decision not to assist with the claim further was fair, reasonable, and not contrary to the evidence.

Therefore, in concluding, I find Astrenska applied the policy terms fairly by sending several engineers who were independent to one another to assist A1 with the problem it reported. I've not been persuaded to agree with A1 that Astrenska's engineers provided false conclusions, relied on guesswork, or failed to carry out the temporary works they said they had done.

Therefore, it follows, I don't require Astrenska to take any action here in respect of A1's complaint. My decision ends what we – in attempting to informally resolve A1's dispute with Astrenska – can do for it.

My final decision

For the reasons I've mentioned above, I've decided not to uphold it.

Under the rules of the Financial Ombudsman Service, I'm required to ask A to accept or reject my decision before 19 August 2024.

Liam Hickey
Ombudsman