

The complaint

Mrs W and Mr W complain about how One Insurance Limited (One) responded to a blockage at their property under their home emergency policy.

References to One in this decision include their agents who provide services under the policy.

What happened

In March 2023 Mrs W and Mr W had a problem with a blocked toilet, which overflowed into their bathroom. They contacted One to tell them about the blockage and request an engineer visit. Given what they'd seen about the policy, they expected a visit within 24 hours.

However, this didn't happen, as One said there was a shortage of plumbers in their area and a visit couldn't be arranged before the following Monday. Mrs W and Mr W said the blockage happened on a Friday when they contacted One. But One say they were contacted the following day, Saturday. Mrs W and Mr W contacted One again the following day but were told they couldn't do anything to expedite matters and the call was ended.

An engineer visited on the following Monday. When the engineer arrived, they told Mrs W and Mr W they'd been available over the weekend. The engineer cleared the blockage. Mrs W and Mr W were unhappy at the time for an engineer to attend, as they thought the policy indicated they should expect a visit within 24 hours. And they'd been left without toilet and washing facilities for more than 48 hours. So, they complained to One.

One upheld their complaint. In their final response they said their local agent instructed a plumber attend the incident when notified, however this was dependent on the availability of a plumber. They acknowledged Mrs W and Mr W had contacted them the day after initially telling them of the incident, and the call was terminated by the call handler. On the deployment of a plumber, One noted their local agent used a network of plumbers to carry out work at preferential rates, but a plumber wasn't able to attend until the Monday following the Friday. One apologised for their service not providing assistance in a timely manner.

While recognising the comment made by the plumber, One said they couldn't verify its validity and the issue was availability from the network of plumbers operated by the local agent. In recognition of the service provided not being timely, One awarded £100 compensation to Mrs W and Mr W.

Mrs W and Mr W then complained to this Service. They were unhappy at being left without toilet or washing facilities for over 48 hours, despite the plumber saying they were available over the weekend. They were also unhappy at the call to One being ended. They didn't think the £100 compensation offered by One was sufficient.

Our investigator upheld the complaint, concluding One hadn't acted fairly and their compensation offer fell short of what would be reasonable.

He noted when Mrs W and Mr W contacted One to tell them about the blockage, they were told there was a plumber shortage in their area, and one couldn't be sent out until the following Monday. And One wouldn't agree to Mrs W and Mr W engaging their own plumber (as their rates would be higher than those in One's network). So, Mrs W and Mr W were left without toilet facilities for two days (they only had one toilet in their property). Our investigator thought this caused them considerable distress and inconvenience. Considering the circumstances, our investigator thought £250 would be fair.

One disagreed with the investigator's conclusions and requested an ombudsman review the complaint. They thought their offer of £100 compensation was fair and reasonable in the circumstances of the case.

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.

My role here to decide whether One has acted fairly towards Mrs W and Mr W.

The key issue in Mrs W and Mr W's complaint is the time taken for One to arrange a visit by a plumber to clear the blocked toilet. Mrs W and Mr W say they were left without toilet facilities for over 48 hours. As they only had one toilet they had to use public toilets during the period. They'd expected a visit within 24 hours, given what they thought the policy indicated. One acknowledge their service fell short of what Mrs W and Mr W should have expected, and their offer of £100 compensation is fair.

I've considered the circumstances of this case and the sequence of events set out above, together with the evidence and information provided by both Mrs W and Mr W and by One.

Having done so, I've concluded One haven't acted fairly and reasonably towards Mrs W and Mr W, and that their offer of £100 compensation should be increased to £250. I'll set out why I've come to this conclusion.

I've first considered what Mrs W and Mr W have said about their expectation, from what they say the policy led them to believe, that they would get a visit within 24 hours of reporting the blockage. Looking at the Policy Information Booklet – which includes home emergency as a section within the overall home insurance policy – there's reference to a 24-hour home emergency number to call if there's a problem. Similar information is contained in the *What is Home Emergency* cover document So there's reference to the availability of a hotline to report blockages and other home emergencies, but it isn't the same as indicating (or guaranteeing) an engineer or plumber will *visit* within 24 hours.

Looking at the circumstances of the case, One say their local agent wasn't able to provide an appointment before the Monday following the incident being reported on the previous Friday. One refer to plumber shortages in Mrs W and Mr W's area. Through their network of plumbers. It also appears the local agent weren't willing for Mrs W and Mr W to seek to engage their own plumber to clear the blockage (and for One to cover the cost involved). While it's ultimately a matter for One whether to agree the engagement of a plumber outside their agent's network, it meant a potential quicker resolution of the problem wasn't available.

Which meant Mrs W and Mr W having to wait longer (over 48 hours) for the blockage to be cleared. And having only one toilet at their property meant they were left without toilet facilities for that time. And as they only had one toilet, the *What is Home*

Emergency cover factsheet states this would be considered a home emergency – it wouldn't if there was another toilet at the property. So, it would have been reasonable for Mrs W and Mr W to expect this to be treated as an emergency.

And I can appreciate the considerable inconvenience this would have caused Mrs W and Mr W and the stress and anxiety of having to use public toilets.

I've also considered the issue of the call Mrs W and Mr W made on the day after notifying One of the incident. One accept the call was terminated, though they maintain the agent was polite during the call. But they accept the agent was defensive in the call. Given the circumstances of the blockage and the consequences as set out above, this would have added to the Mrs W and Mr W's anxiety and stress about the situation.

Having reached these conclusions, I've considered what One should do to put things right. Given the sequence of events and my conclusions above, I think Mrs W and Mr W would have suffered significant distress and inconvenience from what happened. While there's a difference in the date the blockage was first reported to One – Mrs W and Mr W say it was the Friday, but One (in their final response) say it was the Saturday – it means Mrs W and Mr W were without toilet facilities for either two days, or more than two days. I've taken this into account when considering all the circumstances of the case. Having done so, I think £250 compensation for distress and inconvenience would be fair and reasonable.

My final decision

For the reasons set out above, my final decision is that I uphold Mrs W and Mr W's complaint. I require One Insurance Limited to:

- Pay Mrs W and Mr W £250 in compensation for distress and inconvenience.

One Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mrs W and Mr W accepts my final decision.

If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 21 December 2023.

Paul King
Ombudsman