

The complaint

Mr S has complained about how Alwyn Insurance Company Limited (Alwyn) dealt with a claim under a home emergency policy.

What happened

Mr S contacted Alwyn when rodents were found in a property he rented to tenants and the toilet flush broke. Alwyn agreed to send someone to deal with the rodents, but said the toilet issue wasn't covered by the policy. Alwyn had problems contacting Mr S and his tenant to arrange a visit to deal with the rodents, so closed the claim.

When Mr S complained, Alwyn agreed to pay Mr S's invoice for the work to deal with the rodents, but wouldn't cover costs to fix the toilet. So, Mr S complained to this service. Our investigator upheld the complaint. She said the toilet should have been dealt with as a home emergency, as it was the only working toilet in the house. She said Alwyn should pay £160 for the cost to fix the toilet and interest on that amount.

As Mr S didn't agree, the complaint was referred to me.

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 uphold this complaint. I will explain why.

When Alwyn responded to the complaint, it agreed to pay Mr S's costs for dealing with the rodent issue, which I think was fair. However, it said it wouldn't deal with the toilet. So, I've thought about this.

I listened to the phone call when Mr S first reported the issue with the toilet flush. The call handler told Mr S the toilet wasn't covered by the policy because it wasn't a leak. The policy said it covered:

"Emergency repairs following an emergency which occurs as a result of a failure, blockage, leak or damage to the toilet bowl or cistern. Please note that an authorised repairer will not be able to assist if there is any other functioning toilet in your property at the time of the emergency which a tenant is able to access"

So, the policy covered more than leaks from a toilet. It's also my understanding this was the only toilet in the property. I think a toilet flush could be regarded as part of the cistern and it had failed. So, in my view, this should have been covered under the policy. So, I think Alwyn should refund Mr S the £160 he paid for this to be repaired. It should also pay 8% simple interest on that amount because Mr S lost use of that money.

Mr S also wanted Alwyn to pay for a night's alternative accommodation for his tenants. It's my understanding that Mr S gave his tenants £200, which he has described as being for

incidental expenses. However, when I listened to the phone calls to request a visit, I didn't hear Mr S mention this and I also haven't seen anything that showed me this was raised with Alwyn as part of the complaint I'm considering. So, I'm unable to comment on this any further, as it doesn't form part of this complaint.

Putting things right

Alwyn should pay Mr S £160 to cover the cost of the toilet repair, along with interest.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require Alwyn Insurance Company Limited to:

- Pay Mr S £160 to cover the cost of the toilet repair
- Pay 8% simple interest on that amount calculated from one month after the claim was submitted to the date on which it makes the payment to Mr S.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 26 December 2023.

Louise O'Sullivan
Ombudsman