

The complaint

Mr B complains he was unhappy with how Acromas Insurance Company Limited (Acromas) handled his claim on his home insurance policy and he wasn't happy with the resolutions offered.

Acromas are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Acromas have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Acromas includes the actions of the intermediary.

There are several parties and representatives of Acromas involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Acromas.

What happened

In February 2024 part of the ceiling in Mr B's bedroom collapsed on to his bed due to a previous leak. He made a claim on his home buildings insurance policy. His policy covered the buildings only. It did not include contents cover.

Acromas's approved partner attended Mr B's home and it was suspected there could be asbestos in the damaged ceiling. A specialist company undertook tests and asbestos was found in the ceiling, and asbestos fibres were found over the bedroom furniture.

After asbestos was confirmed Acromas told Mr B it would need to dispose of the furniture and belongings in the bedroom to enable it to carry out the required removal of the asbestos ceiling and undertake the repairs.

Mr B did not want his furniture removing and disposing of. He said he had spoken to an asbestos expert who had reassured him the levels in his home were likely to be low. He wants Acromas to undertake an air test to determine the levels of asbestos and to repair his home without disposing of his bedroom furniture.

Acromas declined to undertake another asbestos test. It said it could continue with the claim and remove and dispose of the contaminated furniture and asbestos in the ceiling and reinstate his property or give him a cash settlement.

Because Mr B was not happy with Acromas's offers, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said there was sufficient factual expert evidence of dangerous material in the property, and Acromas had offered several reasonable alternative options to Mr B to progress the claim. They were not persuaded Acromas had acted unfairly to postpone restoration works until contaminated furnishings were disposed of, or to offer the options they have, including to cash settle the claim.

As Mr B is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

I saw the evidence from the expert confirmed the presence of asbestos in samples from Mr B's bedroom, landing and bathroom ceilings. Acromas said asbestos fibres pose a serious health risk when the material has broken apart, as it had in this case when part of the ceiling collapsed, so it needed to safely remove the asbestos and also items that had been contaminated with airborne particles.

Acromas said this was to protect both Mr B and its contractors who would carry out the repairs. It said it would not allow its contractors to attend the property unless a full decontamination took place. It recommended Mr B moved to alternative accommodation during the time the work took place and the cost of this would be covered under the terms of his policy.

Mr B rejected this offer to progress the claim. He did not agree about the level of contamination. He said he was advised the levels of asbestos would be so low there was no worry. This advice was given without an inspection of his property, or any testing being undertaken. Mr B wants Acromas to carry out an air test that measures asbestos levels. And he did not want his possessions to be destroyed. He wants Acromas to move the furniture and store it but not to destroy it. He said he was told this was possible.

I saw after Mr B told Acromas he was sleeping on his sofa and had injured himself, the offer of alternative accommodation was made a second time. Again it was declined because he wished to stay close to his doctor's surgery.

Acromas said it was not prepared to conduct another test for asbestos or move the contaminated furniture temporarily. It said it had a duty of care, regardless of the asbestos levels recorded, due to the health and safety regulations it works under.

Mr B has recently provided a letter from an environmental solutions company who said their opinion was that *hard furnishings in his property can be cleaned of any asbestos contamination*. The letter said *because they had not been to Mr B's property or seen any photos this was the best level of advice they could offer*.

I accept this letter advises hard furnishings *can* be cleaned, but again this is general advice and there was no visit to inspect Mr B's home or the specific items.

I am satisfied Acromas's decision not to store Mr B's furniture is a fair and reasonable approach to take, due to the danger associated with asbestos and the serious health risk to anyone exposed to it.

Acromas also offered to pay a cash settlement, to enable Mr B to make arrangements with his own contractors to attend and complete the repairs.

Mr B also rejected this offer. He said he was concerned a contractor may take advantage and charge excessive sums. I am unable to consider what may or may not happen with any future arrangements. I can only consider the circumstances of this specific complaint.

I am satisfied Acromas gave Mr B a number of reasonable and fair options to enable his claim to progress. Its offer to include removal and disposal of the contaminated furniture in

the bedroom was more than fair because it's not actually covered by his policy as he only has buildings cover, and not contents.

Because Mr B has declined all offers from Acromas, it said it will now only offer a cash settlement. It said it will also include the cost of a carpet that was removed in good faith by its contractors in the settlement.

I looked at the terms of Mr B's policy and it says:

"Buildings cover

If you suffer loss of or damage to any of your buildings, at our option we will:

- *pay the cost of repairing or rebuilding;*
- *repair or rebuild.*
- *make a cash payment for the loss or damage".*

I am therefore satisfied the terms and conditions fairly allow Acromas the choice to cash settle the claim.

I am very concerned that Mr B is still living in his home with the damage not repaired and asbestos still present, and about the impact living in these conditions may be having on his health. To enable him to move forward with the required repairs to his property, in a way he chooses, and without any more delay, I think the cash settlement is the right decision in the circumstances.

Therefore, I do not uphold Mr B's complaint and Acromas should progress to make a fair cash settlement offer as it has offered to do.

My final decision

For the reasons I have given I do not uphold this complaint.

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

Sally-Ann Harding
Ombudsman