

The complaint

Mr M complains that Accredited Insurance (Europe) Ltd (“Accredited”) declined a claim under his home emergency insurance policy.

What happened

Mr M had a home emergency policy with Accredited covering him for domestic emergencies.

In late January 2024 Mr M found his boiler had stopped working.

He thought it was still under warranty and he called the manufacturer. The manufacturer said it was out of warranty, but it passed him to another company who sent out an engineer who repaired the problem with the boiler.

Mr M paid £343.50 for the repair combined with a service plan, because he’d been told the one-off cost of repair was about £370.

Mr M then contacted Accredited in early February and told it about what had happened. Accredited declined his claim. It said Mr M hadn’t told it about the situation with his boiler and that it would only pay for costs that’d been incurred with its permission.

Mr M wasn’t happy about this and he complained. Accredited maintained that it had declined his claim in line with the policy terms.

Mr M remained unhappy and brought his complaint to this service. He asks that Accredited pay his claim.

Our investigator looked into Mr M’s complaint and thought it wouldn’t be upheld. She said she thought Accredited’s policy wording was clear and it didn’t cover costs incurred without its consent.

Mr M didn’t agree with the view and asked that his complaint was reviewed by an ombudsman. So it has been passed to me to make a final 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.

Mr M has engaged with this service on a number of points and he’s focused on some detailed areas. I’m not going to comment on all of these areas as I have chosen to deal with the issue I think that’s at the centre of his complaint. This is in line with this service’s informal approach.

In later correspondence he’s talked about whether the policy was mis-sold, but as he hasn’t complained to Accredited about this, or it’s issued him with a final response, then under the rules of this service I’m not able to consider that matter further here.

Having read the file of evidence, I'm not going to uphold this complaint and I'll explain why as I appreciate this will be a disappointment for Mr M.

In dealing with Mr M's complaint, I've looked at Accredited's policy document.

In the Insurance Product Information Document (IPID) it says:

"What is not insured?

Costs which we have not agreed to."

And

"Are there any restrictions on cover?

If you ask a contractor to carry out any work before contacting the claims helpline service, any costs involved are not covered by this insurance. You must contact the claims helpline service within 48 hours of first discovering the situation, unless you can provide proof that significant circumstances prevented you from contacting us within this time. If you fail to do this, we will reject your claim."

In the policy wording:

"Arranging help in an emergency

8. In some circumstances we may agree that you can arrange for your own tradesperson to deal with the emergency. You must get our permission before arranging this."

And:

"9. If you ask a tradesperson to carry out any work before contacting the claims helpline service, any costs involved are not covered by this insurance."

From reading the policy information, I think it's clear Mr M had to get permission from Accredited before he arranged his own repairs.

Mr M has talked about this being only a formality, but I don't agree. Accredited has explained why it excludes costs like these as it finds its position may be prejudiced if the policyholder takes action without asking for authority.

So, I think Accredited's wording is clear. As Mr M didn't follow its claims process, I can't say Accredited acted unfairly in refusing his claim and I'm not upholding this complaint.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 30 December 2024.

Richard Sowden
Ombudsman