

The complaint

Mrs M and Mr M complain about the way Acromas Insurance Company Limited (Acromas) handled the claim they made under their home insurance policy.

As Mrs M has been leading in this complaint, and for ease, I've referred to her throughout.

What happened

In May 2024 Mrs M reported a claim to Acromas following a leak at her property. Acromas accepted the claim and arranged for repairs to be carried out. At the end of July 2024 Mrs M raised a complaint with Acromas about the length of time repairs were taking to be carried out. Mrs M was also unhappy with the type of paint Acromas used in her bathroom as she didn't think it was suitable for bathroom use.

On 21 August 2024 Acromas issued a final response to Mrs M's complaint. It said the senior decorator had confirmed the paint used was appropriate, and wasn't unsuitable for bathrooms. It also said the paint was the same as was present in Mrs M's bathroom previously. It acknowledged the claim had taken longer than it should have done to resolve, and the communication should have been better. It offered £125 compensation to apologise for this. Mrs M didn't think this was reasonable and so referred her complaint to this Service.

Our investigator looked into things. She said she didn't think the paint specification excluded it from being used in bathrooms, and she hadn't seen evidence Mrs M was pressured into using this paint. She acknowledged there had been delays and Acromas hadn't communicated during the claim but she thought the £125 compensation offered was reasonable to acknowledge this.

Mrs M didn't agree with our investigator. She said the original paint used in her bathroom was different to the one now used. She also felt pressured by the decorator into agreeing to use a different paint in the bathroom.

As Mrs M didn't agree with our investigator, the complaint has been passed to me to decide.

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 want to acknowledge I've summarised Mrs M's complaint in less detail than she's presented it. I've not commented on every point she's raised. Instead I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mrs M and Acromas I've read and considered everything that's been provided. I've addressed the key points separately.

Type of paint used

Acromas painted Mrs M's bathroom using a vinyl matt paint. Mrs M has said this paint isn't suitable for bathrooms and a different version of this paint, I'll call 'D' should have been

used. She said she raised this with the decorator at the time, but given the length of time the repairs had taken, felt pressured into agreeing to the paint being used. Acromas has said the head decorator confirmed the paint used was appropriate, and the paint didn't have any exclusions meaning it couldn't be used on bathrooms.

Acromas have said the paint it used was the same paint that was already present in Mrs M's bathroom. Mrs M has said this wasn't the case but given the bathroom was last painted in 2014, she isn't able to prove this. Mrs M has acknowledged she can't provide evidence of the exact paint used previously. But in meeting its obligations under the policy, I've considered the available evidence to decide if Acromas were reasonable to use the paint it has done.

The information available from the paint manufacturer says the vinyl matt paint is suitable for normal use on all normal interior wall and ceiling surfaces. It says where frequent heavy condensation is likely, such as in some kitchens and bathrooms, the D paint is more suitable. I haven't seen any evidence from the paint manufacturer that says the vinyl matt paint shouldn't be used to paint bathrooms. Additionally the head decorator, who has expertise in the field, has said the vinyl matt paint is appropriate. Mrs M has provided evidence she has found online which says vinyl matt paint isn't suitable for bathrooms, however I'm more persuaded by the information available from the manufacturer, and the lead decorator.

And so, based on the evidence available, I'm satisfied the paint Acromas have used to paint Mrs M's bathroom was appropriate. Whilst I can acknowledge the D paint may be considered the best paint on the market, it doesn't mean the paint used by Acromas was unsuitable. Mrs M also hasn't said she has experienced any issues with the paint since her bathroom was painted.

Mrs M has said she felt pressured into using the paint despite raising concerns at the time. Based on what Mrs M has said it appears she did raise concerns about the paint being used, but ultimately did agree for the decorator to use the vinyl matt paint. As the painting was done with Mrs M's permission, and I don't think the paint used was inappropriate, I'm satisfied Acromas acted fairly in completing this repair.

Claim handling

Acromas have acknowledged there were unreasonable delays in the repairs to Mrs M's property being completed. It has also said it didn't keep her appropriately updated. It has offered £125 compensation and so I've considered whether this is reasonable in the circumstances.

Based on the evidence provided I think there were some unreasonable delays in the repairs being completed. There have been a number of days where no work was carried out on Mrs M's property and no reasonable explanation has been provided by Acromas to explain this. Mrs M has also said there were occasions where emails and calls weren't responded to.

Alternative arrangements had been put in place so Mrs M had access to bathroom facilities, and so the distress and inconvenience caused by the repair delays was less than it might have been. However the delays did cause Mrs M more disruption than it would have done had the repairs been carried out more quickly. Taking into consideration this unnecessary distress and inconvenience, along with the frustration caused by Acromas's poor communication, I think the £125 compensation is reasonable in the circumstances. This is in line with what I would have expected Acromas to have offered if they hadn't already done so.

My final decision

For the reasons I've outline above I don't uphold Mrs M and Mr M's complaint about Acromas Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 14 March 2025.

Andrew Clarke
Ombudsman