

## **The complaint**

Mrs and Mr S are unhappy that Accredited Insurance (Europe) Ltd (“AIL”) declined payment for their home emergency claim.

Mrs and Mr S had a policy for home emergency cover, underwritten by AIL. Because he brought the complaint, and for ease of reading, I’ll refer mainly to Mr S throughout my decision. Reference to actions taken by AIL includes those of its agents.

## **What happened**

The background to this complaint is well-known to both parties, so I’ve summarised what I think are the key events.

Mrs S reported a leak to AIL and claimed under the home emergency policy. AIL appointed a contractor to complete an emergency repair. Mr S said that, on arrival at their home, the contractor said trace and access (“T&A”) was needed to get to the leak through the ceiling and/or behind the bathroom tiles. The contractor said it would take around five hours, but the policy didn’t provide cover for T&A. The repair was not carried out.

Mr S said his policy provided cover for T&A, and he’d arranged a repair using his own contractor which had taken under five hours. Mr S asked for reimbursement of the invoice. AIL’s contractor said it would reimburse the full amount. However, AIL said Mr S would need to claim through his home insurance. He believed he had a single policy including cover for both home emergency and buildings so he didn’t think he should have to make a separate claim. Mr S complained.

AIL issued a final response in which it said it had handled the home emergency claim in line with the policy and Mr S would need to contact his home insurance for the cost of repairs to areas damaged during the leak repair. Unhappy with the outcome, Mr S brought his complaint to this service.

Our investigator didn’t uphold Mr S’s complaint. He said AIL had handled his claim in line with the policy, and it had correctly advised Mr S to seek a refund under his home insurance policy.

Mr S remained unhappy, so the complaint was 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.

Having done so, I've decided not to uphold Mr S's complaint for broadly the same reasons as our investigator.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably.

### Policy

The policy sets out the detail of the contract between Mrs and Mr S, and AIL. So, I've looked at what AIL should've done to determine whether it treated Mrs and Mr S in line with the policy, and fairly.

The home emergency policy is a standalone policy, with no excess to pay and which does not affect any no claims discount. It defines an emergency as:

*A sudden and unexpected incident in your home, which:*

- *leaves your home without essential service, such as heating or hot water.*

In an emergency, the policy states that AIL will:

*Arrange for a contractor to carry out [...] a temporary repair to [...] restore your essential services, if possible.*

The maximum AIL would pay for a claim is £300, whether that is for its own contractor's costs or reimbursing private work that its contractor would've done under the policy. And the policy confirms that T&A is not covered. It does, however, direct Mr S to his buildings insurance policy which may cover T&A.

So, looking just at the policy, I'm satisfied that AIL provided the service as set out. It appointed a contractor and, although the repair wasn't completed, it was because T&A was needed.

### Claim

I've listened to the recording of Mrs S's call with AIL when she first reported the leak, and I'm satisfied that it provided appropriate and relevant information during that call. AIL told Mrs S that the policy covered up to £300, including the call out fee. It said access would need to be made for the contractors because the policy didn't include T&A. If the contractor couldn't see the leak they wouldn't dig around to find it. Mrs S said that her neighbour told her the easiest access would be through the ceiling underneath the bathroom, and she said Mr S would do that. Mrs S asked whether she would be able to claim for repairing the damaged ceiling through her 'normal insurance', and AIL confirmed she would.

This tells me that Mrs S was aware that her home emergency and buildings were separate policies, there was a maximum cover available, and that AIL wouldn't do anything if there wasn't already access to the leak. Therefore, I think it was fair and reasonable that AIL's contractor didn't complete the temporary repair because access was not made available. And although Mr S was unhappy that he was told to claim separately for the T&A costs, I'm

satisfied that AIL provided that information to Mrs S prior to the call out. Therefore, I wouldn't expect AIL to reimburse Mrs and Mr S for their contractor's invoice.

Mr S is unhappy with other elements of the claim, relating to his buildings insurance. I understand he doesn't agree with the rules about keeping the two claims separate. However, in line with our rules, I haven't considered any part of the complaint, or made any finding, in relation to the buildings insurance policy.

### **My final decision**

For the reasons I've given, my final decision is that I don't uphold Mrs and Mr S's complaint about Accredited Insurance (Europe) Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 12 June 2025.

Debra Vaughan  
**Ombudsman**