

The complaint

Mrs and Mr L complain about how Astrenska Insurance Limited handled and settled a claim they made following damage to their television.

What happened

Mrs and Mr L held a kit and personal possessions insurance policy, which is underwritten by Astrenska. This policy provides cover for Mrs and Mr L's contents within their home.

On 26 June 2024, Mrs and Mr L notified Astrenska that they wanted to make a claim for accidental damage to their television. They said their child had accidentally thrown two wooden blocks at their television screen. They stated there was no visible damage to their television following this incident. However, the television ceased operating after impact with the screen going blank and the red LED flickering.

Astrenska logged the claim on 27 June 2024. On 4 July 2024, Mrs and Mr L were asked to provide proof of purchase and visual evidence confirming the damage to their television. Mrs and Mr L responded that day providing Astrenska with an invoice confirming their purchase. They also sent a video clip showing that the television was no longer operational.

On 5 July 2024, Astrenska contacted Mrs and Mr L to inform them that it hadn't been able to access and view the evidence sent. Mrs and Mr L provided further evidence via a digital upload platform, which Astrenska said it couldn't access. So, on 10 July 2024 Mrs and Mr L sent Astrenska a compressed video showing that the television was no longer working.

On 15 July 2024, Astrenska contacted Mrs and Mr L to request further information about how the damage occurred. Mrs and Mr L promptly responded to this request. And, on 18 July 2024, they paid the excess applicable to the claim. Their television was collected for inspection.

On 2 August 2024, Mrs and Mr L chased Astrenska for an update on their claim as they hadn't heard anything following their television being collected for inspection. Astrenska informed them that it was awaiting a cause of damage report from the engineer it had appointed to inspect their television.

On 13 August 2024, Astrenska received the cause of damage report from its engineer. This report confirmed there was no physical damage to the television and indicated that the fault with the television had been caused by the backlight driver board not getting the correct amount of voltage.

Astrenska attributed the cause of the fault to wear and tear based on the report it received. It repudiated Mrs and Mr L's claim and informed them of this on 14 August 2024 – explaining that wear and tear was excluded by their policy. Mrs and Mr L were initially informed that their excess payment would be refunded. However, on 15 August 2024, they received an email advising that this had been incorrect and the payment wouldn't be reimbursed.

Mrs and Mr L refuted that their television had stopped working as a result of wear and tear.

They asserted that the television had been properly functioning prior to their child throwing wooden blocks at the screen. They argued that Astrenska should settle the claim in their favour under the accidental damage part of their policy and they were unhappy in how their claim had been progressed. So, they complained.

When Astrenska investigated Mrs and Mr L's complaint it partially upheld it. It maintained its decision to decline the claim was fair and reasonable. But it accepted there had been delays in the management of Mrs and Mr L's claim and notification that their claim had been declined. Astrenska acknowledged that these shortcomings in service were due to poor communication and difficulties in accessing evidence sent to it. It offered to compensate Mrs and Mr L £75 to reflect the trouble and upset this had caused.

Being dissatisfied with Astrenska's response to their complaint, Mrs and Mr L referred it to our service. Our investigator looked into what had happened and wasn't persuaded that Astrenska's decision to decline Mrs and Mr L's claim was unfair. They thought it had shown that the issue with the television had been caused by wear and tear. But they weren't satisfied that the compensation Astrenska had offered Mrs and Mr L to reflect their experience of the claim process appropriately acknowledged the distress and inconvenience this had caused. So, they recommended that it pay Mrs and Mr L an additional £75 in compensation – taking the total compensation award to £150.

Mrs and Mr L disagreed with our investigator's view of this complaint and requested an ombudsman to review this complaint. I've therefore been asked to decide the fairest way of resolving this complaint.

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'm sorry to hear about the difficulties Mrs and Mr L experienced here. I know they feel very strongly about this matter and I appreciate the reasons they brought their complaint to our service. However, while I sympathise with Mrs and Mr L, the issue that I must determine is whether Astrenska made a mistake, or treated them unfairly, in declining this claim such that it needs to now put things right.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

I've read and considered all the information provided by Mrs and Mr L and Astrenska, but I'll concentrate my decision on what I think is relevant to decide the complaint. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is the right outcome.

Insurers must deal with claims promptly, fairly and must not unreasonably decline a claim – as set out in the Insurance Conduct of Business Sourcebook (ICOBs). I've considered this and the Consumer Duty together with other relevant rules and guidance when determining this complaint.

It's not in dispute that Mrs and Mr L's television no longer works. The issue here is whether the television stopped working as a result of a child accidentally throwing wooden blocks at

the screen, as Mrs and Mr L assert, or the backlight driver board not getting the correct amount of voltage because of wear and tear, which is what Astrenska argues.

Mrs and Mr L's policy with Astrenska defines accidental damage as "*sudden and unexpected damage, occurring at a specific time and caused by external means*". I'm satisfied their policy outlines, in clear intelligible language, the circumstances in which accidental damage must occur if it is to be covered by Astrenska. Something wearing out wouldn't be covered as it wouldn't be sudden and unexpected.

I acknowledge that Mrs and Mr L say their television stopped working after their child threw wooden blocks at the screen and that this was an accidental action. However, they also stated that there was no visible damage to the screen, which was confirmed by Astrenska following an examination of the television.

Given that wooden blocks were thrown at the television, I think it's reasonable to expect that there'd be evidence of the blocks impacting. I'd have expected a dent, crack or mark on the television screen to have been caused as a result of the impact by wooden blocks. However, there's no evidence of that.

I'm aware that Mrs and Mr L assert that the impact of the wooden blocks damaged the internal workings of the television. But I still think that if the wooden blocks had impacted to such a degree that the internal components of the television had been damaged, there'd have been evidence of impact on the television screen itself.

On the other hand, I've had sight of a report from the engineer who inspected Mrs and Mr L's television. This report identified no external damage to Mrs and Mr L's television. The report goes on to explain that "*when powered on, the backlights flicker before going completely blank*". This is in line with what Mrs and Mr L said they observed. The engineer goes on to explain that the "*when testing voltages, it was observed that the backlight driver board isn't getting the correct amount of voltage*". The engineer states that this issue is due to the wear and tear of the backlight driver board.

I can see that Mrs and Mr L are unhappy that Astrenska placed reliance on this report. But our service thinks it's right for an insurer to instruct an agent with expertise to inspect a customer's property to assist it in determining the cause of damage. Here Astrenska appointed an engineer to do that, who I'm satisfied is suitably qualified to offer an opinion on the cause of damage, and I can't fairly find it acted unfairly in doing so.

In declining Mrs and Mr L's claim Astrenska relied on a general exclusion term with their policy. This term clearly outlines that "*damage arising from wear, tear, depreciation, the action of light, atmospheric conditions, moth, vermin, infestation, damp, rust, wet or dry rot or any gradually operating cause, the process of cleaning, washing, restoring any article, electrical or mechanical breakdown or any indirect loss*" is not an insurable event.

Where an insurer seeks to rely on an exclusion clause it needs to demonstrate that the exclusion applies. Here, the evidential onus rests with Astrenska to show that wear and tear caused the television to stop working. I'm satisfied it's done that by appointing an engineer to inspect the television and produce a report confirming the cause of damage.

In the overall circumstances, I'm not persuaded Mrs and Mr L's television stopped working as a result of accidental damage caused by wooden blocks being thrown at the screen. It's far more likely, based on the available evidence, that the television ceased being operational because of the driver board not getting the correct voltage. This is something that's unlikely to have been affected by external means such as the impact from objects being thrown at the screen, which is what would be required for a claim to succeed under the accidental

damage clause of the policy. It's more likely that the backlight driver board has worn out, which isn't covered by the policy because of the wear and tear exclusion clause. It follows that I'm satisfied Astrenska hasn't unfairly or unreasonably declined to settle this claim.

In determining whether there were unnecessary delays in the progression of this claim, I've carefully considered business records our service has received together with the chronology Mrs and Mr L and Astrenska have provided.

Based on the evidence available, I can see Astrenska logged the claim on 27 June 2024 and, while it proactively and promptly requested that Mrs and Mr L provide evidence of the purchase of the television and damage, there were delays in this evidence being accepted by it. It's clear this delay was caused by technical issues in accessing the evidence that Mrs and Mr L sent in support of their claim. I'm satisfied that they promptly responded to requests for evidence and information. But despite this, Astrenska repeatedly requesting information that had already been provided.

I've seen evidence that there was poor communication about the progress of the claim, which led to Mrs and Mr L chasing an update on the outcome of their claim on 2 August 2024. By this point, their television had been collected for inspection over 2 weeks beforehand. It was reasonable for them to have expected an update from Astrenska regarding the outcome of the inspection. There's also evidence that emails Mrs and Mr L sent to Astrenska requesting further updates weren't responded to, which would have been frustrating to them.

I've seen evidence that confirms Astrenska instructed an engineer to inspect Mrs and Mr L's television on 18 July 2024. But, given the repeated requests for evidence from Mrs and Mr L that preceded this instruction, I think Astrenska could have appointed an agent sooner had it been more proactive at the outset of the claim.

From the business records available, there's no evidence showing that Astrenska proactively chased the engineer for their report. The report wasn't received until 13 August and it's unclear why this process was as protracted as it was. I'm satisfied that had Astrenska chased the engineer for their cause of damage report a decision to decline the claim could have been made sooner.

Based on the business records I've seen, Mrs and Mr L weren't notified of Astrenska's repudiation decision until 14 August 2024. This was seven weeks after their claim was reported. They were informed that the excess they'd paid would be refunded. But they were advised the following day that this was incorrect and their excess payment wouldn't be returned as their television had been inspected.

I'm persuaded the decision not to refund the excess paid was appropriate and fair as Astrenska incurred a cost in the television being inspected and the cause of damage report being obtained. But I think the conflicting information Mrs and Mr L were given about whether their excess payment would be refunded created a false expectation in their mind. That would have been frustrating and would have undermined their confidence in Astrenska.

I'm satisfied that the correct outcome for Mrs and Mr L's claim was reached by Astrenska. But it's clear there were delays and poor communication during the claim process. I've already explained that I'm persuaded that a claim outcome could have been reached sooner and I think Mrs and Mr L's expectations could have been better managed during the claim process. I've no doubt this would have all caused distress and inconvenience to Mrs and Mr L beyond that which would usually be expected during a claim.

Astrenska offered Mrs and Mr L £75 compensation in its final decision letter to reflect the

shortcomings in the service they received. It's clear they feel this doesn't appropriately acknowledge the trouble and upset they suffered. I'm mindful that our investigator recommended that an additional £75 compensation be paid to Mrs and Mr L. But it appears they believe the award should be significantly more.

In thinking about the appropriate level of compensation here I've taken all of the shortcomings by Astrenska into account and I've thought about the delay this caused in the claim being repudiated. Having thought about all of that, I think a modest amount of compensation is fair here because I think that is commensurate with the level of distress and inconvenience caused to Mrs and Mr L by what happened.

In the overall circumstances I'm satisfied £150 in total is a reasonable amount that fairly recognises the impact this all had. It's consistent with our approach in similar scenarios. I appreciate that Mrs and Mr L will have spent time in raising their complaint with Astrenska and in bringing their complaint to our service. But I'm satisfied that a total of £150 compensation fairly recognises that.

Putting things right

I appreciate that Mrs and Mr L will be disappointed with my decision, but I'm not persuaded there are grounds for me to fairly and reasonably require Astrenska to settle the claim for damage to their television in their favour. It should however pay them £150 in compensation – less any amount already paid under this complaint reference.

This now brings to an end what we, in trying to resolve Mrs and Mr L's dispute with Astrenska, can do for them. I'm sorry we can't help Mrs and Mr L any further with this.

My final decision

My final decision is that I uphold this complaint in part. I require Astrenska Insurance Limited to:

- Pay £150 compensation to recognise the trouble and upset Mrs and Mr L experienced as a result of poor service and delays during the claim process.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L and Mr L to accept or reject my decision before 1 August 2025.

Julie Mitchell
Ombudsman