

## **The complaint**

Ms and Mr G complain about how UK Insurance Limited T/A Churchill dealt with and settled their home emergency claim.

## **What happened**

Ms and Mr G hold a household insurance policy, which is provided by Churchill. This policy includes cover for home emergencies.

On 19 February 2025, Ms and Mr G say their bathroom light began to flicker and make sparking sounds. On inspecting their light they observed that wires had become loose from the connection at the back of the bulb holder. They turned off the electricity to their property and reported the incident to Churchill the following morning.

Ms and Mr G asked Churchill to provide assistance under their home emergency policy. It appointed a contractor, which I'll refer to here as "C", who attended Ms and Mr G's home address on 20 February 2025.

C said it secured the loose wiring and made the cables safe by adding a connector. It then restored the electricity supply to Ms and Mr G's property. And it stated that it informed Ms and Mr G that, having undertaken a temporary repair, a new light fitting and light was needed.

Ms and Mr G assert that C informed them it would return to their property to undertake further work in fitting a new light. But Churchill disputes this and states this wouldn't be covered under the policy.

Ms and Mr G contend that, having undertaken a temporary repair, C left their property in an unsafe condition. But Churchill disagrees and states the repair was appropriately completed in line with the policy terms.

Ms and Mr G say they asked Churchill to reattend and make their property safe, but it declined to provide further assistance under their home emergency policy. They say they therefore appointed an independent contractor who installed a new light fitting and light. This work incurred a cost of just under £100 and this was paid by Ms and Mr G.

Ms and Mr G complained about the quality of the work C had undertaken and Churchill's decision not to provide further assistance under the policy. Churchill investigated Ms and Mr G's concerns and issued its final response to their complaint on 26 February 2025. It didn't uphold their concerns as it was satisfied the repair had been undertaken to an acceptable standard and in line with what the policy required. And it maintained that its decision not to provide further assistance was fair and reasonable.

Being dissatisfied with how Churchill had dealt with their complaint, Ms and Mr G referred it to our service. Our investigator assessed the evidence provided and empathised with what had happened. But they thought Churchill had met its policy obligations in arranging a temporary repair. They weren't persuaded that providing a new light fitting or light was

covered under the terms of the home emergency policy. So, they didn't recommend upholding this complaint or direct Churchill to take further action to resolve it.

Churchill accepted our investigator's view of this complaint. But Ms and Mr G rejected it and requested an ombudsman decision. So, I've been asked the fairest way to decide 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 Ms and Mr G 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 them, the issue that I must determine is whether Churchill made a mistake, or treated them unfairly, 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 Ms and Mr G and Churchill, 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 (ICOB5). I've considered this and the Consumer Duty together with other relevant rules and guidance when determining this complaint.

Based on the chronology of events, I'm satisfied that Churchill promptly responded to Ms and Mr G's request that it assist them with a home emergency claim. It appointed C to attend their property on the day they notified it of their claim. And this resulted in C being able to promptly undertake a temporary repair the same day. I'm satisfied there was no delay in the repair being undertaken here.

As Ms and Mr G complain that a full repair wasn't undertaken, which they believe they're entitled to under the policy, I've carefully considered what the policy terms say about how Churchill deals with home emergency claims.

Here Ms and Mr G's home insurance schedule outlines that cover in relation to home emergencies is limited *"up to £500 for call out, labour and parts in the event of an emergency"* per claim. Their policy with Churchill states that in the event of a home emergency it will provide the following services:

*"we will tell you what you can do in order to protect yourself and your home; we will send an authorised repairer to your home; we will pay up to £500 (including VAT) for each emergency assistance call out to cover the cost of:*

- *The call out*
- *Labour at your home*
- *Parts*".

In this case, Churchill instructed a contractor, C, to attend Ms and Mr G's home to undertake a repair. I'm satisfied C was an authorised repairer. Churchill also covered the cost of the C's attendance, its labour charges and the cost of parts required to undertake the repair.

In defining what constitutes an authorised repair, the policy states Churchill is required under the policy to arrange *"a temporary or permanent emergency repair or prevent further damage"*. Churchill isn't obligated under the policy to complete a permanent repair – instead the choice of which type of repair it authorises rests with Churchill. Here Churchill chose to arrange a temporary repair, which was a decision it was entitled to make.

Specifically in relation to emergencies relating to electrical supply, the policy defines electrical supply as *"the permanent electrical wiring system supplying power to your home from the mains service through your electricity supply meter"*. And, in cases where there's a home emergency affecting the electrical supply, the policy sets out that Churchill *"will pay the cost of emergency assistance needed if the permanent electrical supply...fails"*.

Here Churchill contends that C undertook a temporary repair to Ms and Mr G's bathroom light by safely securing the permanent wiring. It states C was then able to restore the electricity supply. Churchill has shared evidence that demonstrates that C added a connector to make the cables safe. The connector can be seen in the photographs that have been shared with our service.

The evidence I've seen demonstrates that the work undertaken by C resolved the issue that Ms and Mr G had reported. I say this because the light was no longer sparking and electricity had been safely restored to the property. This means that there was no longer an emergency within Ms and Mr G's home. And under the policy, the action taken in instructing C to attend Ms and Mr G's home on 20 February 2025 was all Churchill needed to do to provide a temporary repair.

Ms and Mr G appear to believe that Churchill should have authorised C to instal a new light fitting and light as part of its repair. They say C had provided an oral commitment that it would return to undertake this work. But there's no independent evidence of that conversation and I'm not persuaded that an experienced home emergency contractor, such as C, would have made such a comment without obtaining the authority of Churchill first.

I can appreciate why Ms and Mr G might want Churchill to authorise C to install a new light fitting and light but I'm persuaded that this would constitute a permanent repair. As our investigator explained in their view of this complaint, a new light fitting and light isn't part of the permanent electrical wiring or supply. So, it wouldn't be covered under the terms of Ms and Mr G's emergency policy.

Ms and Mr G have argued that their £500 claim limit would have allowed Churchill to authorise C to undertake the further work they wanted here. But the claim limit specified within their home emergency policy is the maximum Churchill would have to pay in respect of a home emergency claim. Where Churchill is able to instruct a contractor to undertake a temporary repair for less than the maximum cost, it isn't required under the policy to continue to incur additional expense in authorising work that goes beyond what would be considered a temporary repair. And, as I've already explained, instructing C to reattend Ms and Mr G's property to instal a new light fitting and light would be a permanent repair. It's fair and reasonable that Churchill refused to fund that work under the policy.

Ms and Mr G assert that the work undertaken by C was unsatisfactory and left their property in an unsafe condition. They say this led to them having to instruct an independent contractor to instal a new light fitting and light. And I've seen photographs which Ms and Mr

G say corroborate what they say about the manner in which their property was left by C.

I acknowledge that the photographs show the light fitting wasn't left in an aesthetically pleasing state. And I can see that the independent contractor Ms and Mr G instructed to instal their new bathroom light fitting has stated in their notes *"on site visit the light has been taken down and left with an unsafe manner, left with exposed live conductor, the cables with connectors are not tapped or put in a IP rated box to stop the moisture"*. But, like our investigator, I'm not persuaded that warrants an award of compensation. I'll explain why.

Here, I'm aware that Ms and Mr G didn't have to use their bathroom containing the affected light as they had the use of another bathroom. They were able to make use of that bathroom while waiting for their contractor to attend and install a new light fitting and light. I'm satisfied their distress and inconvenience was mitigated in that regard. I also bear in mind they'd have had to instruct a contractor independently irrespective of whether they'd had concerns over the quality of the work undertaken by C because Churchill wasn't obliged under their policy to authorise and pay for the work that was needed to install the new light and fitting as this went beyond the remit of a temporary repair. So, Ms and Mr G would have always been responsible for the cost of their instructed contractor because this work fell outside the remit of their home emergency policy.

I recognise that Ms and Mr G feel very strongly about the issues raised in this complaint and I've carefully considered everything they've said. But for the reasons outlined, I'm satisfied Churchill has acted fairly and reasonably here. So, I won't be upholding Ms and Mr G's complaint or asking Churchill to take any further action. This now brings to an end what we, in trying to resolve Ms and Mr G's dispute with Churchill, can do for them. I'm sorry we can't help Ms and Mr G further on this.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G and Mr G to accept or reject my decision before 8 October 2025.

Julie Mitchell  
**Ombudsman**