

## The complaint

Mr and Mrs B have complained that Sainsbury's Bank Plc ('Sainsbury') misinformed them in relation to a claim under their home emergency insurance policy.

## What happened

Mr and Mrs B originally purchased a policy with Sainsbury's in 2021 and opted for home emergency and excess cover. This policy was renewed in February 2024. Unfortunately, Mr and Mrs B had to deal with a blocked drain outside their home in January 2025. Following receipt of a quote from their own contractor, Mr B decided to contact Sainsbury's on 24 January 2025 to consider whether it would be worth claiming for this cost. Sainsbury's advised Mr B to contact the underwriter. The blockage had worsened so Mr B then made an executive decision to proceed with the works privately.

Mr B made a further call to Sainsbury's once the blockage was cleared but was informed that he couldn't now claim for the blockage as it had already been cleared by a third-party. Mr and Mrs B were unhappy that they weren't informed immediately that they had home emergency cover and what that entailed. If they'd known, they said that they wouldn't have been £558 out of pocket. Mr and Mrs B complained to Sainsbury's; however, it maintained its stance that its agents hadn't misinformed Mr and Mrs B of anything. In the circumstances, Mr and Mrs B referred their complaint to this service. The service's investigator didn't uphold the complaint, as she considered that Sainsbury's had given Mr and Mrs B enough information to make an informed decision about contacting Sainsbury's to raise a claim.

Mr and Mrs B were unhappy about the outcome of their complaint and wanted the sum of £558 to be reimbursed and to receive an apology from Sainsbury's for its handling of the case. In the circumstances, this matter has been referred to me to make a final decision in my role as Ombudsman.

## 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 turn firstly to Mr and Mrs B's submissions. They said that at the outset, they engaged a company to come and unblock the drain at an initial quote of about £250. They thought that this was a reasonable price at the time as they thought that the excess on their home insurance would be £200. It then transpired that the cost would be £558. Mr and Mrs B provided comprehensive details of four telephone calls they'd had with Sainsbury's. In the first call, Mr B was advised to speak to the underwriter about making a claim. In the second call, Sainsbury's advised Mr B that he would be able to make a claim, however, he was told to phone the insurers to ask about any excess payable and any increase in premiums from making such claim '*as it may make the claim a non-feasible option due to the costs incurred*'. Mr B abandoned the third call when he heard shouting outside his property as there was sewage outside his back door.

Mr B said that at this point, he made the executive decision '*that whatever the outcome with*

*the financial feasibility of the claim, first and foremost the blockage in the drain was the priority* and he instructed a contractor to carry out the work. After the drainage issues were resolved, Mr B again phoned Sainsbury's to discuss the possibility of a claim for the works and costs that he'd incurred from the issues with the drain. At this point, Sainsbury's advised Mr B that he had '*home emergency*' cover which included issues with drains and that he should phone the relevant number, as there would be no excess or premium hike and that he could claim up to £1,000. Because the work had already been completed, and it hadn't been done by an approved contractor, it was no longer possible to make a claim.

Mr B said that when he asked why he wasn't informed of the emergency cover in the first phone call, the representative apologised and said they didn't know, and at least he now knew for any future issues outside the home and whom to call. In Mr B's fifth call to make a formal complaint, the representative agreed that Mr B shouldn't have been advised to phone the underwriter but should have been advised to call the home emergency team. Mr B believed that if he'd spoken to the home emergency team first, he would probably have been advised to cease all work and allow the home emergency to send out their approved contractor to fix the problem at no extra cost. In conclusion, Mr B considered that after being given incorrect information in the first phone call, Mr and Mrs B had incurred costs of £558.

I now turn to Sainsbury's submissions in response to Mr and Mrs B's complaint. It said that on policy renewal in 2024, the policy documents were sent on the relevant on-line portal and that these confirmed the level of cover and the customer was asked to read the documents carefully. It then provided details of the cover included in the policy.

As to the relevant telephone calls which Mr B had made on 24 January 2025, it said that based on the information provided by Mr B, the correct information had been provided to him. It said that in a call, Mr B said that he'd already contacted someone to come out and fix the issue. However, the agent confirmed that Mr B would need to claim through home emergency first, before having the issue repaired and the agent then provided Mr B with the relevant contact number.

It said that Mr B then called back to query what the impact of making a claim would be on his premiums and if there would be any excess payable. The agent confirmed that with a claim on the home emergency cover, there was no excess payable. Mr B then stated that he'd already had the repair carried out and wanted to make a claim to recover the cost. The agent explained that this wasn't possible as outlined in the policy documents.

In conclusion, Sainsbury's was satisfied that Mr B hadn't been misinformed by any of its agents. Sainsbury's also explained that it dealt with day-to-day maintenance of the policy, updated changes and administered premium payments, it didn't deal with the registering or handling of claims. It was therefore comfortable that it had followed the correct procedures.

I now turn to the reasons for not upholding Mr and Mrs B's complaint. The policy documents provide the starting point for insurance complaints as they form the basis of the insurance contract between the insurer and the customer. The customer is therefore expected to be reasonably familiar with the scope of cover and Mr B has fairly stated that the customer had to share responsibility for reading the terms and conditions. We also expect the relevant insurance broker to provide clear information in assisting customers to set up policies. In this case, the home emergency policy did indeed provide cover in relation to blocked external drains, and the excess sum was also covered. Under the '*Exclusions and Limitations*' section of the policy however, it makes it clear that; '*We won't cover any loss where you did not contact us to arrange repairs.*'

The key issue in this case is whether Sainsbury's misinformed Mr and Mrs B in relation to the unfortunate drain issue which occurred at their home. I've analysed what was said in

each of the relevant calls to Sainsbury's on 24 January 2025. In the first call, Mr B asked for details of the underwriter and suggested the correct name of the home emergency insurer. The agent then asked Mr B to confirm the nature of his claim, and he confirmed that he had a blocked drain outside and wanted to contact the underwriter of the home insurance policy. The agent then confirmed that Mr B had home emergency cover and that blocked drains were covered, and the agent gave a telephone number for that underwriter. I therefore don't agree with Mr B that he was '*incorrectly advised to call the underwriters and not the home emergency team*'.

In the circumstances, I'm satisfied that the agent on the initial telephone call to Sainsbury's had correctly sign-posted Mr B to his emergency home insurer. I appreciate that this agent didn't provide as much information and detail as the agent to whom Mr B spoke later in the day. This is however understandable, as it was only in his later contact that Mr B specifically raised his concern about any excess payable under the policy or about any consequential increase in the premium. It was at this point that Mr B was reminded that he was potentially covered for costs of up to £1,000 in relation to the emergency.

I appreciate that this decision will come as a great disappointment for Mr and Mrs B as they felt that Sainsbury's hadn't handled the matter well. They felt that they could have avoided a bill of £558 '*had both call handlers been singing from the same hymn sheet*'. However, the calls were picking up on information supplied by Mr B on each occasion, and I can't say that the agents responded incorrectly or in an inappropriate fashion. I also consider that the terms and conditions of the policy itself were clear. I can't therefore say that Sainsbury's acted in an unfair or unreasonable manner in this case.

### **My final decision**

For the reasons given above, I don't uphold Mr and Mrs B's complaint, and I don't require Sainsbury's Bank Plc to do any more in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs H to accept or reject my decision before 19 December 2025.

Claire Jones  
**Ombudsman**