

complaint

Mrs C complains about how Acromas Insurance Company Limited dealt with two claims under her home emergency insurance policy. My references to Acromas include its agents.

background

In early May 2017 Mrs C contacted Acromas as her door lock had broken. Its engineers twice carried out a temporary repair. Mrs C complained to Acromas when the fault happened again. Acromas said it wouldn't attend as it had completed a repair to make the property safe and secure as required by the policy.

Mrs C made a second claim on 27 May 2017 when she had lost electricity to her property. Acromas' engineer attended the next day and identified a fault on the light circuit and the main earth. The engineer isolated the light circuit which restored power to the rest of the property and told Mrs C that her electricity supplier would need to deal with the earth issue before further work could be done.

On 31 May Mrs C told Acromas the repair to the earth had been completed. Mrs C chased the appointment in early June while on holiday. The Acromas' engineer who attended confirmed the earth repair was completed, the power on but some lights weren't working.

On 3 June Acromas called Mrs C to say that a rewire was needed which wasn't covered by the policy. On 4 June Acromas received a report from its engineer saying a repair without a rewire was possible. It offered her an appointment for 5 June which it cancelled as it needed the cost of the repairs before it could authorise work. Another engineer attended on 7 June to decide what work would be needed and submitted his report on 8 June. Acromas authorised the repair on 15 June which was booked for 27 June at Mrs C's request.

On 27 June Acromas' engineers carried out work which restored some lights. But they reported further work was needed and due to the age of the existing wiring and other additions they recommended a rewire as further repair could cause more problems.

Mrs C complained to Acromas that the repair hadn't been completed and although some lights worked they did so from the wrong switches. Acromas wouldn't carry out further repairs as it said a rewire was needed. It offered Mrs C £150 compensation in recognition of the delays in the claim.

Mrs C didn't accept the offer and complained to us that she was given no information about what the policy didn't cover and some lights still didn't work. She said Acromas had ruined her holiday, caused her other costs and much stress and inconvenience. After she complained to us she got her own electrician to repair the lights who charged £110. She said rewiring wasn't needed. She's very angry as thinks she had unnecessary stress worrying about the cost of rewiring and has been without a full set of working lights for months.

Our adjudicator thought Acromas acted reasonably in declining to further repair the electrics as its report said a rewire was needed which the policy clearly excluded. But he explained why he thought Acromas incorrectly declined Mrs C's claim for her locks. He said Acromas needed to do further repairs to Mrs C's lock or reimburse the costs of any private repairs she'd arranged (on receipt of invoice). Acromas should also increase its compensation offer to £300.

Acromas agreed to the adjudicator's recommendation and said it would pay Mrs C's electrician's £110 cost.

Mrs C didn't think the new offer was enough and wants an ombudsman's decision. She said £150 compensation didn't take into account all the unnecessary stress Acromas caused her and its 'lies' about rewiring.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I partly uphold this complaint for broadly the same reasons as our adjudicator has given.

Acromas declined to carry out further work to Mrs C's lock as it had completed a temporary repair which made the property safe and secure. But like the adjudicator, I think Acromas was relying on a term in the wrong policy. Mrs C's policy says Acromas will 'ensure your key operated lock on your external door is operational'. It doesn't say permanent repairs need to be arranged by the policyholder. Acromas now accepts it wrongly declined to do further repairs to Mrs C's lock. It needs to carry out further repairs to the lock or reimburse the costs of any private repairs, once it's received an invoice for the work.

On the electrical claim, there were some delays in Acromas' service. But importantly, on the evidence I have I think Acromas reasonably declined to do further repairs from the end of June as its engineers advised that rewiring was required which the policy doesn't cover.

The policy is clear rewiring isn't covered. Although Mrs C said she wasn't told what her policy didn't cover Acromas sent us evidence that it sent her policy renewal documents. Those say she can find the full policy terms on her online account. So Acromas did enough to make the policy terms available to Mrs C.

Mrs C says that as her private electrician was able to fix all her lights quickly and easily without rewiring Acromas lied to her about the need to rewire and wrongly disconnected wiring. I've seen the information her electrician sent to us, he says that once he connected the disconnected sections the lights worked.

But as our adjudicator has explained to Mrs C, we've no evidence that the electrician she used was fully qualified and registered. Without that evidence the information her electrician has given carries less weight than the engineer's report Acromas has relied on. I've no evidence that the private electrician's repair was safe and in line with current regulation standards.

I've seen the email from the electrician's wife/partner saying he is qualified but Mrs C hasn't given any objective information to confirm that, for example his registration number. On the information I have Acromas acted reasonably in relying on its engineer's report to decline to carry out further work.

Acromas has agreed to pay the £110 electrician's bill on the invoice it's seen. It hasn't said it will only do so if Mrs C gets evidence that the electrician is fully qualified and registered and I'm not going to make that a condition of payment of the bill.

Mrs C was clearly distressed and inconvenienced by Acromas' delays but I think the £300 it's now agreed to pay is a fair amount given what I've said about Acromas reasonably declining the claim for further work.

Mrs C wants Acromas to pay other costs, but I don't think it needs to. She says Acromas is responsible for ruining her holiday and wasting food that was in her fridge/freezer. I think Acromas' response could have been quicker but as the power loss occurred just before she went on holiday she was always going to have a considerable amount of disruption. In addition, Acromas did attend within 24 hours and restored power to everything but the lights. I think that's a reasonable timescale so it doesn't need to make a contribution towards the cost of any lost food. Mrs C also wants Acromas to cover the cost of the mobile and home phone calls she made to it. But Acromas asked her for phone bills so it could consider her request and she didn't give the information.

Mrs C also says in her complaint form that Acromas should explain why she couldn't cancel the policy. I don't think she's raised that issue with Acromas direct and if that's still an issue for her she needs to do so. If the parties can't reach agreement then she can make a separate complaint to us about that matter.

my final decision

I partly uphold this complaint.

I require Acromas Insurance Company Limited to:

- pay the £110 invoice of the private electrician, and
- pay Mrs C £300 compensation for her distress and inconvenience, and
- attend to repair the lock or pay the cost of any private repairs to the relevant lock once it receives an invoice.

Acromas Insurance Company Limited must pay the electrician's invoice and the compensation within 28 days of the date we tell it Mrs C accepts my final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 27 April 2018.

Nicola Sisk
ombudsman