

## complaint

Mr J complains that Astrenska Insurance Limited ("Astrenska") will not reimburse him (under his home emergency policy) the £160 he incurred in having repairs done to his toilet.

## background

Mr J has a home emergency policy with Astrenska.

In January 2018 Mr J reported to Astrenska that the only toilet in his insured property was constantly discharging water from the cistern into the bowl. However Astrenska said such an event wasn't covered under Mr J's policy and therefore it wouldn't be arranging for a contractor to attend.

Mr J says that because Astrenska refused to send a contractor to his property he had the 'problem' repaired himself, at a cost of £160.

Mr J sent Astrenska the invoice he says he was given in respect of the repairs. However Astrenska refused to reimburse Mr J the £160 he was seeking on the grounds:

- The invoice didn't say the work was necessary due to a "*complete loss of function*" of the toilet.
- Parts (cost unknown) aren't covered under the policy in any event.
- It was "*unable to validate the invoice*".

Unhappy with Astrenska's refusal to meet his claim for £160, Mr J complained to our service.

Mr J's complaint was considered by one of our investigators who concluded that Astrenska had done nothing wrong in not reimbursing him the £160 he was seeking.

Mr J disagreed with the investigator's conclusion and so the matter has been passed to me for review and decision.

## my findings

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 can confirm that I've come to the same conclusion as the investigator and for the same reasons. There is also very little I can usefully add to what has already been said.

Mr J's policy provides cover for emergencies, an emergency being defined in the policy as being:

*"A sudden and unexpected event at Your Home which if not dealt with immediately will*  
*- expose You or a third party to a risk to their health or*  
*- make Your Home unsafe or insecure or*  
*- will cause damage or further damage to Your Home and its contents or*  
*- will leave Your Home without Mains Services*

And in respect of toilets specifically, Mr J's policy states that what is covered is:

*Damage to, or mechanical failure of, the only accessible toilet or cistern in Your Insured Property which **results in complete loss of function***". (my emphasis)

It's not in dispute that there was only one accessible toilet in the insured property. But based on Mr J's own description of the problem I'm not persuaded that Astrenska was wrong to conclude that there wasn't complete loss of function and therefore there was no cover under the policy.

But even if I was of the view that Astrenska should have provided assistance to Mr J, and therefore should meet the cost he ended up incurring (whether in full or in part), I'm satisfied that Astrenska acted entirely appropriately in concluding that the invoice provided by Mr J was insufficient.

Although I don't dispute that Mr J had a repair undertaken by somebody at a cost of £160, I don't think it was unreasonable for Astrenska to not pay this invoice (whether in full or in part) given that Astrenska's enquiries show that:

- The business and company registration on the invoice is in respect of a business that was liquidated before January 2018.
- The VAT number on the invoice isn't recognised as being valid.
- The business answering Astrenska's enquiries on the telephone number and email address on the invoice confirmed it hadn't undertaken the recorded work and that it neither recognised the invoice number or the named engineer.

I appreciate that Mr J will be disappointed by my findings, but in the particular circumstances of this case, I don't think Astrenska has done anything wrong.

### **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 Mr J to accept or reject my decision before 15 June 2018.

Peter Cook  
**ombudsman**