

The complaint

Mrs T complains that One Insurance Limited didn't deal with a claim she made under her home emergency policy.

One Insurance is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As One Insurance has accepted it is accountable for the actions of the agents, in my decision, any reference to One Insurance includes the actions of the agents.

What happened

In June 2023, Mrs T made a claim under her home emergency insurance policy with One Insurance because there was an issue with her toilet. She says she was advised that she wasn't covered because the fault was recurrent, despite it being a new fault. She says she contacted One Insurance via chat the next day and was told she was covered and to contact the home emergency team. But when she did, the home emergency team said she wasn't covered. So, Mrs T raised a complaint.

In response to her complaint, One Insurance said its agents didn't hold any record of any claim rejection around the date Mrs T said she'd contacted them. It said this might be an administrative error on the agent's side. One Insurance suggested that if Mrs T had sourced her own contractor, she should provide an invoice and it would look to reimburse her.

Mrs T said her family had been left without a working toilet for 2.5 weeks. Her partner was working away at the time of the incident. Due to the cost of living crisis, they were unable to get access to a plumber as they had stated it was a £120 call out fee before any work could commence. She said they'd lived in squalor using buckets and her children had been left traumatised.

Mrs T told One Insurance that she couldn't provide an invoice because her partner fixed the toilet once he'd returned to the area, using parts he'd purchased from a plumbing centre.

As Mrs T was unhappy with One Insurance's response to her complaint, she asked our service to consider the matter. In the meantime, One Insurance offered Mrs T £50 compensation as a gesture of goodwill. It said it would look to reimburse Mrs T if she could send an invoice or receipt of the cost she'd incurred to fix the issue.

Our investigator didn't think Mrs T's complaint should be upheld. She didn't think One Insurance should have to compensate Mrs T for the time she was without a working toilet because she didn't believe it had been aware of the incident. She thought One Insurance's offer to reimburse Mrs T's expenses for fixing the toilet and pay her £50 was reasonable.

Mrs T disagreed with our investigator's outcome. She said she'd made two phone calls to One Insurance's home emergency team on 4 June and a further phone call on 5 June. She said she went on One Insurance's chat service on 5 June, and she was advised that she was covered for the toilet. She said this would be an audited and recorded chat transcript

and she would like us to re-evaluate this. She said £50 does not compensate her for not having a toilet despite having adequate cover.

Our investigator asked One Insurance for a copy of the chat transcript from 5 June 2023. One Insurance said it could see notification of the chat, however this was with the broker. It said Mrs T hadn't shown she'd spoken with its claims function to report the matter for action to be taken.

Our investigator told Mrs T what One Insurance had said. She said it wouldn't be reasonable for her to ask One Insurance to award Mrs T further compensation for a situation it wasn't aware of.

Mrs T asked for her case to be reinvestigated. She said she had followed One Insurance's processes as stated on her insurance documents and she felt it wasn't taking accountability. She didn't feel £50 was sufficient compensation for not having a working toilet.

I issued a provisional decision on 26 February 2024, where I explained why I intended to uphold Mrs T's complaint. In that decision I said:

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

Based on what I've seen so far, I intend to uphold Mrs T's complaint. I'll explain why.

One Insurance says it wasn't aware that Mrs T's toilet wasn't working in June 2023. It says its agent that deals with home emergency calls wasn't able to find any record of rejecting Mrs T's claim. It says Mrs T's chat contact on 5 June was with her broker.

We've asked Mrs T if she could provide us evidence of the phone calls she made to One Insurance. However, she told us she'd used her landline, and she doesn't receive itemised bills. She's contacted her phone service provider, but it is taking longer than expected for it to provide her with the information she's requested. So, in order to avoid further delay, I've considered the information I already have.

Mrs T provided a detailed account regarding her conversations with One Insurance's home emergency team in her complaint of 5 June 2023. She gave the times of her calls and the name of one of the advisers she'd spoken to when she tried to make her claim on 4 and 5 June. One Insurance has suggested there may have been an administrative error on the side of its agents. So, I think that's likely to have been what's happened.

One Insurance's records show that it reimbursed Mrs T for parts purchased to fix the toilet in August 2023. So, it seems to have accepted that Mrs T had a valid claim.

I can also see that One Insurance paid Mrs T the £50 it offered her in response to her complaint. However, Mrs T says she and her family were left without a working toilet for 2.5 weeks because they couldn't afford to pay a plumber. She says they had to use buckets as well as facilities at her children's school and local leisure centres. I think the distress, inconvenience and disruption Mrs T experienced over this period of time was significant. So, I think a total of £400 would more fairly recognise the impact of One Insurance's poor service on her."

I set out what I intended to direct One Insurance to do to put things right. And I gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses

Mrs T thanked me for my proposal and said she was very pleased with the outcome. She said she'd been told by her phone service provider she would receive the information she'd requested within the next seven days. However, in subsequent emails she told us that the phone service provider wasn't able to provide evidence of her calls with One Insurance because of the package she had.

One Insurance said it was concerned about the drastic change in outcome with no evidence provided by Mrs T to show contact was attempted within the adequate time. It said Mrs T had evidenced an event had occurred with costs incurred which is why it had offered to reimburse her for the parts plus the £50 gesture of goodwill. However, it would not have looked to offer anything further as the only information available showed she wrote to its office after the event, where any home emergency would be rejected outside 24 hours from reporting. It would also argue offering a payment for a potential failing should not be considered an admission of fault.

One Insurance said it had searched for a sign of contact with the agent who deals with its home emergency calls and they had no record of any claim being activated or contact made.

I asked One Insurance if it could provide evidence of the searches it said had been carried out. I said it would be helpful if One Insurance could provide a screenshot of calls received from and made to Mrs T's landline and mobile phone numbers for 2023. I said Mrs T had provided the name of the person she said she'd spoken to on 4 June 2023 and asked if One Insurance could confirm whether or not anyone with that name worked for its agent at that time.

One Insurance said it had double checked its internal claims call recorder and the only calls it was able to locate around the time was from Mrs T's landline on 13 June 2023. However, this was to do with a different matter and there was no mention of her home emergency. There was a call on 18 June 2023 from Mrs T's mobile where she was chasing a response to her complaint.

One Insurance said the case was initially referred to its agent who was unable to locate a claim being reported around 4 June 2023. It said it had requested they double check their call recorder for any further information with both numbers held.

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.

It's unfortunate that Mrs T hasn't been able to provide firm evidence of the calls she says she made on 4 and 5 June 2023. However, I'm satisfied from the information she's provided that she tried to obtain this information from her phone service provider.

I've considered the screen shots One Insurance has provided. While Mrs T's calls of 4 and 5 June 2023 aren't showing on these, I don't think this is enough to show me that these calls didn't happen. One Insurance has told us that home emergency calls are dealt with by one of its agents and it asked this agent to double check its call recorder for evidence of the calls. However, it hasn't provided any further information to show that the agent checked its call recorder. So, I'm not confident that Mrs T's calls would necessarily have shown on the search One Insurance carried out.

Where there is limited information available, I need to make a decision based on what I have. Mrs T has given a detailed account of her conversations with One Insurance's home emergency team and gave the name of the person she spoke to. And One Insurance hasn't said whether or not that person worked for its agent at that time. I think it's unlikely that Mrs T would have decided to raise a complaint with One Insurance on 5 June 2023 if she hadn't tried to make a claim on 4 June as she said she did.

Having considered all of the information available, I'm more persuaded by Mrs T's version of events. On balance, I think she did try to make a claim and One Insurance didn't deal with it as it should have. So, I think it would be fair for One Insurance to pay Mrs T the compensation I proposed in my provisional decision.

Putting things right

One Insurance should pay Mrs T an additional £350 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Mrs T's complaint and direct One Insurance Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 9 April 2024.

Anne Muscroft
Ombudsman