

## **The complaint**

Ms D complains that U K Insurance Limited (UKI) declined her home emergency insurance claim and about its service. My references to UKI include its agents.

Ms D will see that my decision is about a different business to the businesses referred to in correspondence by our investigator. Those businesses were acting as UKI's agents. UKI is the correct business for my decision to be about. The change of business hasn't made any difference to the outcome of my decision.

## **What happened**

Ms D had home emergency cover under her home insurance policy. The insurer was UKI. She took out the policy on 10 July 2019. On 15 July 2019 Ms D called UKI about a leak in her boiler. An engineer attended on UKI's behalf to look at the problem.

Ultimately UKI declined the claim. The engineer told it corrosion had caused the leak in the boiler and the policy excluded claims caused by wear and tear. Also, the policy excluded cover for loss or damage that happened in the first 14 days of cover and the claim fell within the first 14 days. UKI accepted its communication with Ms D had been poor and offered £50 compensation for her distress and inconvenience, which she declined.

In summary, Ms D complains that: there was no corrosion and UKI should have repaired the boiler; over three days she had to call UKI numerous times to find out what was happening and had poor service; she spoke to UKI when she bought the policy and wasn't told about the 14 days exclusion.

Ms D wants UKI to pay her: the £230 she paid to have her boiler privately repaired; compensation for not receiving the benefit of home emergency cover; compensation for her and her family's distress. She said UKI told her she could use the £50 it offered to buy the boiler part which she found insulting.

Our investigator thought UKI had fairly declined the claim and made a fair offer of compensation. He told Ms D she would need to make a separate complaint about whether the policy had been mis-sold to her.

Ms D disagrees and wants an ombudsman's decision. She said UKI had acted 'unprofessionally'.

## **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've seen Ms D's comments about what UKI told her when she called it about the policy. Our investigator has correctly explained that Ms D will need to make a separate complaint about whether there was a mis-sale of the policy.

This decision is just about whether UKI fairly declined the claim and whether its compensation offer was reasonable. I think UKI did act fairly on those two matters. I don't uphold the complaint. I'll explain why.

The home insurance policy, which the home emergency cover is part of, is clear there's no cover for claims caused by wear and tear.

The engineer's evidence says there was corrosion on the boiler. UKI could fairly rely on that expert evidence to decline the claim on the basis that the leak was caused by wear and tear.

When Ms D disagreed there was corrosion, saying it was just discolouration from the leak, UKI offered to send another engineer to give a second opinion as to whether there was corrosion. I think that was a reasonable offer from UKI, but Ms D preferred not to take that option.

Even if there had been no corrosion, the home emergency section of the policy is clear that UKI won't pay for *'loss or damage that happens in the first 14 days of cover'*.

Ms D took out the policy on 10 July and contacted UKI about the leak on 15 July, so within the 14 days excluded period. UKI also fairly declined the claim on that basis. Ms D says she wasn't told about the 14 days exclusion when she called UKI but, as I've said, whether there was a mis-sale of the policy is a separate complaint.

UKI fairly declined the claim under the terms of the policy so it doesn't need to pay Ms D the cost of the private repair to her boiler.

UKI's engineer attended the boiler the day after Ms D called it. UKI accepts there were then unacceptable delays in contacting Ms D. It says that was due to a 'major incident' causing its systems to be unavailable. Ms D's details of the poor service she received include someone at UKI answering her call by telling her its systems were down and to call back later.

Ms D's description of events shows she found the whole experience very frustrating. But I think UKI's offer of £50 compensation was fair. I think it's more likely than not that an incident outside of UKI's control was responsible for most of the delay in it not being able to contact Ms D sooner. And when Ms D was able to speak to UKI in detail on the 18 July some of her frustration was due to being told her situation wasn't covered by the policy, and I don't think it was.

Ms D says she felt insulted by UKI's suggestion that she could put the £50 compensation it offered towards the boiler repair. Even if UKI did suggest that, Ms D could have used the money as she wished. There's no basis for me to say UKI should have offered more compensation. Overall I think UKI acted fairly and reasonably.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 1 July 2020.

Nicola Sisk  
**Ombudsman**