

## **The complaint**

Mr H complains that UK General Insurance Limited (UKGI) took too long to repair his heating boiler, charged him two fees instead of one and completed the repairs so poorly he had to replace the boiler. He wants UKGI to pay him the cost of the boiler and the second fee – about £1,700.

## **What happened**

Mr H is being helped with this complaint by a member of his family, but for ease of reading I'll simply refer to Mr H.

Mr H had a home emergency policy that was underwritten by UKGI – which means it's responsible for meeting any valid claims. So although several different businesses have been involved in the complaint, I'll refer only to UKGI – again for ease of reading.

Mr H's tenants reported that the boiler which provided heat and hot water in the property they rented from him had broken down. That was in early March 2020. A few days later an engineer fixed the boiler and said that if the problem re-occurred two new parts would be required. Mr H paid £95 as the policy terms and conditions required.

A few days later the boiler was fixed again – and the new parts ordered. A week after this the boiler was still leaking and a further problem was identified which required yet another part. Mr H was asked to pay a further £95 for this.

Delivery of the parts was delayed – UKGI says because of COVID-19 – and didn't arrive until 5 May. The parts were fitted on 11 May.

Mr H complained about the delays and UKGI said that, although this had been a difficult time for ordering spares, it could have communicated better than it did. It offered Mr H £25 as a goodwill gesture to make up for this.

In late August 2020 Mr H contacted UKGI again. He said there were still problems with the boiler and when he got an engineer to look at and service the boiler he was told the repairs done by UKGI had been done so badly the boiler needed replacing. He says this cost him £1,600. He wanted UKGI to pay for this, and return the second £95 he'd paid towards the repairs.

UKGI said Mr H no longer had a home emergency policy as it had expired in May. But it said it would look at any new problems with the boiler if Mr H paid for the visit and any work. Mr H didn't want to do that. Mr H then complained, and UKGI said if its repairs had been so poor they'd have expected this to be apparent straight away – or at least much sooner than three months after they were carried out. And it said its engineers had commented that there had been repairs done before it carried out any work in March or May, and that the general condition of the boiler was poor. So it didn't think it needed to do any more for Mr H.

Mr H asked us to look at his complaint. Our investigator thought that there was no evidence that UKGI's repairs had led to the failure of the boiler, but thought that £100 was a more

suitable sum for UKGI to pay to make up for the inconvenience Mr H had suffered.

Mr H doesn't agree and we referred his comments – in essence asking for more compensation and the cost of replacing the boiler – to UKGI. UKGI said it thought the initial £100 recommended by the investigator was fair.

I've been asked to decide this complaint.

### **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'm not going to ask UKGI to do more than we've already recommended. I'll explain why.

I recognise that it took some time from when the first fault was reported to UKGI (in March 2020) to getting all the faults fixed. It took about two months in all. But I can see from UKGI's files that it ordered parts in good time when they were needed, and that it tried to get them delivered as soon as it could. But the parts ordered on the 12 and 19 March didn't arrive until 5 May – and I don't think I can say that was UKGI's fault. I say that because almost immediately after the parts were ordered the UK was in "lockdown". UKGI says these affected deliveries, and we know that to be the case in many areas of business at this time. I think the delays were outside UKI's control.

I understand there were some issues about parking permits for visits where parts were to be fitted. I appreciate that might have been irritating for Mr H, but I don't think it unreasonable for the engineer to want to comply with parking restrictions when working at the property. And as this seems to have been sorted out before the parts arrived, I can't say it delayed the repairs.

Turning to Mr H's decision to replace the boiler, I haven't seen anything that links the repairs done by UKGI with the eventual breakdown. And I agree with UKGI's comment that, if its repairs hadn't worked, then the problems would have re-appeared much sooner than they did. So I can't agree it's fair for UKGI to pay for the new boiler.

Mr H also asked that one of the two £95 fees he paid be returned to him. From what I've seen, the fees related to two separate faults on the boiler – which were fixed by parts ordered at two different times. I'm satisfied this means Mr H made two claims and both fees were justified in the policy terms and conditions.

Our investigator explained that compensation is only available to Mr H, as he's the policy holder rather than his tenants – although of course Mr H can pass on any compensation he gets if he so wishes. And it's only payable for any unnecessary inconvenience UKGI caused – it's not meant to make up for the inevitable inconvenience that's the result of making any claim.

Taking everything into consideration I think the £100 recommended by our investigator fairly reflects the inconvenience UKGI may have caused.

### **Putting things right**

UKGI should pay Mr H a total of £100 compensation if it hasn't already done so. If it's paid the £25 it offered in May 2020 it can deduct this from the £100.

### **My final decision**

My decision is that I uphold this complaint in part and require UK General Insurance Limited to pay Mr H £100 compensation less any amount it's already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 23 November 2021.

Susan Peters  
**Ombudsman**