

The complaint

Mr T complains about U K Insurance Limited (UKI) under the home emergency section of his home insurance policy, about delays in responding to a breakdown of his boiler.

References to UKI include their agents who provide services and deal with claims under the policy.

What happened

In December 2021 an issue arose with Mr T's boiler, which an engineer was able to resolve the same day. However, the issue happened again the following month and the boiler stopped working. He contacted UKI, who said an engineer would call the following day between 9am and 5pm. The engineer arrived at 10.30pm, inspected the boiler and said a gas valve needed to be replaced. However, it took four days for UKI to authorise the repair.

A second engineer appointment to replace the valve was arranged for four days after the first visit, again between 9am and 5pm. The engineer arrived at 8pm and said the problem wasn't with the gas valve (although he still replaced it). However, the boiler still wouldn't work. The engineer said the problem was blocked airways and the boiler would need a full stripped-down service.

However, UKI wouldn't carry this out under the policy and wouldn't carry out any further work under the policy. Mr T decided to replace the boiler, as he considered it wouldn't be cost-effective for him to pay to repair a ten year old boiler. However, this meant he was without a working boiler (and so without heating or hot water) for a total of 20 days.

Unhappy at what had happened, Mr T complained to UKI. In their final response, they upheld the complaint based on the lack of updates provided to Mr T, delays in carrying out work on the boiler and the distress and inconvenience caused to Mr T (including the time he was without heating or hot water). In recognition, UKI offered £200 in compensation.

Mr T then complained to this service. The main point of his complaint was that he (and his family) were without heating or hot water for 20 days. He didn't agree that the stripped-down service wasn't covered by the policy and that he'd previously had his boiler serviced in December 2021, by another home emergency cover provider (B). So, he'd complied with the requirement for the boiler to be serviced in accordance with the manufacturer's specification. He wanted compensation for the inconvenience this had caused (£1,000) and a contribution from UKI of half the cost of his new boiler (£1,650). He also wanted compensating for the additional electricity used to run electric heaters (£200).

Our investigator didn't uphold the complaint, concluding UKI didn't need to do anything more. She noted UKI had provided evidence showing debris in part of the boiler (the heat exchanger) that indicated the boiler hadn't been serviced correctly. And that UKI had fairly applied a policy exclusion for the boiler not having been maintained in accordance with the manufacturer's instructions.

Mr T disagreed with the investigator's conclusions and requested an ombudsman review the complaint. He said he'd previously contacted B and been told that cleaning the heat exchanger wasn't part of the standard boiler service and only be carried out if an instrument reading detected an anomaly. And he'd met the requirement for servicing the boiler by engaging B to carry out the service. He also provided further information on the servicing requirements for his boiler and the service carried out by B. Therefore, he thought UKI had unfairly applied the exclusion to decline to carry out work on the boiler.

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.

My role here is to decide whether UKI has acted fairly towards Mr T.

I'd first note that the complaint here is about UKI's response under the home emergency section of the policy. This is one section of Mr T's home insurance policy. UKI are the insurer for all sections of the policy, including the home emergency section.

There are two issues in Mr T's complaint. First, that UKI unfairly declined his claim, in that they refused to carry out any further work on the boiler when it broke down. Mr T maintains he'd complied with the requirement to have the boiler serviced (by another home emergency cover provider) in December 2021. So, he believes UKI shouldn't have declined to carry out further work on his boiler. UKI say the evidence from their own engineer visits and reports is that the boiler wasn't properly serviced, as evidenced by the presence of debris in the heat exchanger. As such, they fairly applied the policy exclusion for the boiler not having been serviced in accordance with the manufacturer's instructions.

In considering this issue, I've noted the wording of the policy exclusion referred to by UKI. Under the heading "*Losses not covered that only apply to Section 5 Home Emergency*" it states:

"We won't pay for:

- *any system or appliance which has not been installed, maintained or repaired in line with the manufacturer's instructions*
- *any work, including power flushing, due to water scale deposits or sludge caused by corrosion"*

I think this makes it clear that the boiler would need to have been maintained (serviced) in line with the manufacturer's instructions. So, the issue is whether the boiler had been serviced in line with the manufacturer's instructions. What isn't in doubt is that B carried out a service in December 2021, and I've seen their confirmation that this happened (although they haven't provided detail to support this (such as engineer job sheets and/or reports).

I've considered carefully all the information provided by Mr T and by UKI, including in respect of the service carried out by B in December 2021. This includes the information and evidence provided by Mr T and by B, as well as UKI's response. In doing so, I think it's important to make clear my role is to decide whether UKI have acted fairly and reasonably towards Mr T. It isn't to decide whether B met their obligations to Mr T in the service of his boiler in December 2021.

And in deciding whether UKI have acted fairly towards Mr T (in applying the exclusion) I've followed the principle that where an insurer applies an exclusion, the onus is on them to show that it applies – it isn't for the consumer to show it doesn't apply.

Having adopted this approach, I'm persuaded on balance by the evidence and views presented by UKI, and I've concluded they've acted fairly in applying the exclusion to decline to carry out further work on the boiler. I'll set out why I've come to this conclusion.

I've looked at the evidence provided by UKI from their engineer visit in December 2021, when the boiler stopped working (shortly after B's service). It indicates issues with the boiler, as well as the need to inspect and clean the heat exchanger, which would have needed a follow up visit (from B in the first instance). I've also seen a photograph of the heat exchanger taken during the UKI engineer visit showing debris (and a photograph taken after the boiler broke down in January 2022, that also shows debris). UKI say the issues identified indicate the service wasn't carried out to the expected level. I agree, and I think it supports UKI's applying the exclusion in the policy.

Having reached this conclusion, I've considered the second issue in Mr T's complaint, that of compensation for what happened. UUKI awarded £200 compensation for the lack of updates provided to Mr T, delays in carrying out work on the boiler and the distress and inconvenience (including the time he was without heating or hot water). In recognition, UKI offered £200 in compensation. Mr T asked for £1,000 compensation for the inconvenience, as well as compensating for the additional electricity used to run electric heaters (£200).

I've considered both views carefully, in the circumstances of the case, but on balance I think UKI's award is fair and reasonable. I say this because, having concluded UKI acted fairly in applying the exclusion to decline to carry out further work on the boiler then I don't think they can be held responsible for the period before Mr T had the boiler replaced (rather than pay to have it repaired). But I agree there were delays and inconvenience while UKI decided to authorise the work that was carried out. I think £200 for that period is fair and reasonable

My final decision

For the reasons set out above, my final decision is that I don't uphold Mr T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 6 January 2023.

Paul King
Ombudsman