

The complaint

Mrs S complains about U K Insurance Limited (UKI) and the service he received after he made a claim on the Home Emergency (HE) cover included within his home insurance policy.

What happened

Mrs S held a home insurance policy, underwritten by UKI. This policy included HE cover. UKI use a separate company, who I'll refer to as "C", to handle claims made on the HE cover included within the insurance policies they underwrite. UKI remain accountable and responsible for the actions of C and so, any reference to UKI includes the actions of C.

On 18 November 2022, Mr S' boiler broken down, leaving him and his family without access to heating and hot water. So, he called UKI to make a claim on this HE cover. UKI arranged for an engineer to attend on the same day. This engineer identified a loss of pressure to the system, caused by a leaking diverter valve. So, new parts were required. But the engineer re-pressurised Mr S' system, restoring the boiler function while the parts were obtained.

These parts were fitted on 24 November, maintaining heating and hot water to the property. But Mr S' boiler began to make noises on 30 November, before breaking down again on 2 December. UKI sent another engineer to the property, who identified another issue they felt was separate to the previous one repaired. And further parts were required. At this point, Mr S' home had no heating or hot water.

These parts, and the labour needed to fit them, took Mr S over his policy limit and so, UKI advised Mr S he would need to make a payment of £214.10 before the repair could be authorised. Mr S challenged this and following internal conversations, UKI agreed to waive this cost on 6 December. An engineer attended Mr S' home again on 8 December and completed the repair, with heating and hot water being restored. But Mr S was unhappy with the service he'd received, so he raised a complaint.

Mr S was unhappy with the number of visits needed to repair his boiler. He didn't think the engineer who attended on 24 November had fitted the correct parts and so, had broken his boiler leading to the breakdown in December. And he felt this had left him and his family without heating and hot water during winter for an extended period, which had led him and his son to become ill. Mr S was also unhappy UKI had failed to provide him with the alternative accommodation he was entitled to under the policy, and the conduct of the first engineer who attended. So, Mr S wanted to be compensated significantly for the upset he and his family had been caused.

UKI responded to Mr S' complaint and upheld it. They accepted they had failed to arrange alternative accommodation for Mr S and his family. And they accepted there had been delays in arranging the repairs to Mr S boiler, alongside a lack of communication. So, they offered to pay Mr S £105 to recognise the impact this caused. And despite being unable to evidence the conversation between Mr S and their first engineer, they agreed to provide feedback to their network manager about this. But they didn't agree their engineers had failed to replace parts or done something else that led to Mr S' boiler breaking. So, they

didn't offer any further compensation to address this aspect of the complaint. Mr S remained unhappy with this response and so, he referred his complaint to us.

Our investigator looked into the complaint and upheld it. They didn't think the £105 offer was enough to compensate Mr S for the complaint issues UKI had already accepted fault for and recommended UKI increase this offer to £200, to adequately reflect the impact caused to Mr S considering his situation and the time of year. But our investigator explained they were unable to say for certain exactly what was discussed between Mr S and the first engineer and so, they were unable to say UKI had done anything wrong here. And they didn't think they were able to say Mr S' illness was caused solely by the actions of UKI.

UKI didn't respond to our investigator's recommendation. And Mr S didn't agree. Mr S didn't think the increase to £200 was enough to compensate him and his family for the upset they were caused. Mr S explained both he and his son had become unwell and wanted this considered. Mr S also felt the delay in the third repair was due to the dispute over the £214.10 payment, rather than a part delay. And finally, Mr S offered to take a lie detector test to provide his testimony regarding the conduct of the first engineer.

Our investigator considered these points, but their view remained unchanged. Mr S continued to disagree and so, the complaint has been passed to me for a decision.

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.

Having done so, I'm upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

I note in their response to Mr S' complaint, UKI have already accepted they failed to ensure Mr S was offered the chance to utilise his alternative accommodation allowance. And, that there were avoidable delays and a lack of communication during the claim process. As these points aren't in dispute, I don't intend to discuss the merits of them in any further detail. Instead, I will refer to these later within my decision when considering what I think UKI should do to put things right.

Instead, I've focused on the main areas that remain in dispute. I recognise Mr S strongly feels that, on the second attendance, the engineer failed to fit the required parts correctly, if at all. And he feels this led to the boiler breaking down again on 2 December. And I've considered his detailed testimony about this attendance at length.

But I've also seen UKI's system notes, and the notes of the attendances in November and December. On the attendance in question, the engineer noted both parts had been fitted as intended. And that Mr S had been left with heating and hot water, which isn't in dispute.

And in the engineer's report from 2 December, an entirely separate engineer noted they had checked the previous parts that had been fitted, and that these were working okay. The engineer went on to explain that the reason for the breakdown in December was due to the failing of another, unrelated part within the boiler.

As I wasn't present at the time the parts were fitted, I'm unable to say for certain exactly what happened and what work the engineer completed. So, I must make a decision based on the information I have available, and the balance of probabilities. And in this situation, I

note the attending engineer stated the parts had been fitted. And I've no evidence, other than Mr S' recollection of a call he overheard, to say this may not have been the case.

And, further to this, a separate engineer has then inspected these parts and deemed them to be in good working order. As this opinion has been provided from another entirely separate engineer with no involvement previously in the claim, I think it's fair for me to rely on this opinion. And so, based on the balance of probabilities, I think it's most likely the second engineer did fit the parts as intended, correctly. So, I don't think I can say this engineer, and so UKI, did anything wrong here.

I note Mr S has also raised concerns regarding the conduct of the first engineer who attended his property. And I don't dispute Mr S' recollection of events, or the way he recalls being made to feel. But again, I wasn't present at the time the engineer attended. And I've seen no evidence to substantiate Mr S' testimony, nor have I been able to consider the attending engineer's recollection of events. So, while I don't dispute Mr S was unhappy with the treatment he received on this attendance, I don't think I'm able to say for certain that the engineer definitively did something wrong. And so, I don't think I'm able to then consider what compensation, if any, should be appropriate. I note UKI have provided feedback to the engineers network manager, and I think this shows UKI taking Mr S' testimony seriously, which I'd expect them to do.

I appreciate Mr S doesn't agree with this approach. And I note his offer to take a lie detector test to show his testimony is truthful and correct. But this isn't something our service would consider. Nor is it something we could force the attending engineer to comply with. And even if it was, this decision isn't disputing Mr S' version of events, or the truthfulness of how he was made to feel on the attendance. But our service is an evidence-based organisation and for me to consider compensation for any complaint issue, I must be able to rely on a certain level of substantive evidence. And in this situation, I don't think there is any.

I've then turned back to the complaint points that UKI have already accepted fault for, to consider what I think UKI should do to put things right.

Putting things right

When thinking about what UKI should do to put things right, any award or direction I make is intended to place Mr S back in the position he would've been, had UKI acted fairly in the first place. And it must also consider the actions UKI have already taken in their own complaint response.

In this situation, I don't think I can say UKI did anything wrong regarding the actual repairs they made to the boiler. So, I think Mr S would always have needed three attendances to fully diagnose and repair his boiler.

But I do think UKI could've ensured the final repair, completed on 8 December, was completed sooner. I've seen UKI's system notes, which show a delay of two days for them to receive the attending engineer's report and to calculate the cost of the repair compared to Mr S' policy limit. Considering the time of year, and the fact Mr S and his family were without heating and hot water, I think this could've been done sooner.

And I've seen another delay of two days, where Mr S' claim was on hold why UKI awaited an internal decision from a claims manager regarding the waiving of the £214.10 over limit fee. I think UKI could've looked to authorise the repairs while this decision was made, to ensure Mr S and his family had heating and hot water restored at a particularly cold time of year.

But I do note Mr S' policy contained a limit of £500. And, I've seen the total part and repair

costs exceeded this amount, through no fault of UKI's. So, I don't think UKI were unfair to initially ask Mr S to pay the £214.10, and I do think Mr S has received a financial benefit from this amount being waived by UKI. And this is something I've taken into consideration.

I also think it's clear Mr S has needed to chase UKI for updates during the claim process, rather than UKI proactively updating him. And I appreciate the inconvenience this would've caused Mr S. I also note it's accepted by UKI that they didn't call Mr S back to arrange alternative accommodation and so, Mr S has been unable to utilise this cover, which is included in his policy.

Our investigator recommended UKI increase their offer of £105, to a total amount of £200, to fairly compensate Mr S for the upset he's been caused. And I think this increase to £200 is a fair one, that falls in line with our service's approach and what I would've directed, had it not already been made.

I think it fairly compensates Mr S for the delays he's experienced during the claim journey, and UKI's failure to communicate with him effectively during this time. These delays, and UKI's failure to arrange alternative accommodation, left Mr S and his family living in a home without heating and hot water during one of the coldest months of the year, and I think this would've been distressing and upsetting. But I think the total £200 payment also takes into consideration the fact UKI took the decision to waive the £214.10 payment that Mr S was due to pay, as the repair and part costs had exceeded his policy limit. And, that I'm unable to say for certain that Mr S and his son's illness were caused solely by the delay in his boiler being repaired in December. So, I think UKI should increase Mr S' compensation to £200. It is my understanding that Mr S hasn't yet received a payment of £105 and so, I think a payment of £200 should be made. If Mr S has already received the £105 payment, then UKI should issue a second payment to bring the total amount to £200 overall.

My final decision

For the reasons outlined above, I uphold Mr S' complaint about U K Insurance Limited and I direct them to take the following action:

- Increase their offer of compensation to Mr S to £200 and pay Mr S the necessary amount to ensure this amount is received by Mr S in total.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 22 May 2023.

Josh Haskey
Ombudsman