

## **The complaint**

Mr and Mrs G are unhappy with the way in which three claims have been handled by U K Insurance Limited ('UKI') on their home (emergency) insurance policy ('the policy').

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my decision.

Our investigator partially upheld this complaint and recommended UKI to pay Mr and Mrs G £50 compensation for distress and inconvenience. Both parties agreed to this outcome, but Mr and Mrs G say compensation has yet to be paid. So, this complaint has been passed to me to decide.

## **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.

UKI has a regulatory obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

### Claim relating to blocked drainage system

The policy doesn't cover claims for the cost of emergency assistance needed for drainage systems involving septic tanks. Mr and Mrs G haven't disputed that the blockage was caused by a septic tank. So, I don't think UKI has unreasonably declined Mr and Mrs G's claim in this respect.

Mr and Mrs G say that a claim relating to a sewage system had been previously accepted. That was many years ago. UKI says it doesn't hold details of the earlier claim. That isn't surprising given how long ago it was. But it's not unusual for policy terms to change over time and further, just because a claim may have been covered previously, I don't think that means UKI has acted unfairly in the circumstances of this case by not covering the claim. The previous claim could've been covered because there was cover under the policy at the time, covered as a gesture of goodwill or in error.

### Claim relating to internal garage door

The policy doesn't cover claims for emergency assistance for internal locks, doors or glass. So, I don't think UKI has unreasonably relied on the policy to decline Mr and Mrs G's claim in relation an internal garage door which they were unable to open.

### Claim for breakdown of oil boiler

UKI agreed coverage under the terms of the policy. But it couldn't find a contractor to attend Mr and Mrs G's property to inspect and repair the boiler until the following week. It offered to

reimburse Mr and Mrs G the cost of using their own contractor, which I think was fair in the circumstances. UKI also offered Mr and Mrs G £60 towards buying wood to use to heat their house using their wood burner.

Mr and Mrs G arranged for someone else to attend the property to fix the boiler. I understand they weren't charged for this work. So, although UKI had agreed to cover the cost of repairs, as Mr and Mrs G didn't incur any expenses, I don't think there's anything for Mr and Mrs G to recover under the policy.

I accept that initially being told by UKI that they'd have to wait a week for a contractor to attend their property would've been worrying for Mr and Mrs G given the time of year, which is likely to have been very cold.

UKI apologised for this and said it would be providing feedback. But I think Mr and Mrs G experienced some distress and inconvenience by arranging for someone else to attend the property and didn't have a working boiler for a few days. So, I don't think an apology is enough to put things right in this case. I'm satisfied £50 compensation fairly reflects the distress and inconvenience experienced and has been agreed by the parties.

Mr and Mrs G would like compensation to be paid by cheque. They don't want to provide their bank details to a third party to arrange payment by bank transfer. UKI has agreed to arrange payment by cheque, but Mr and Mrs G say they have yet to receive payment.

### **Putting things right**

Within 14 days of our Service notifying UKI that Mr and Mrs G accept my final decision, I direct it to pay Mr and Mrs G £50 compensation for distress and inconvenience by way of cheque.

### **My final decision**

I uphold this complaint and direct U K Insurance Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs G to accept or reject my decision before 14 August 2023.

David Curtis-Johnson  
**Ombudsman**