

The complaint

Mrs K complains about the service she received from One Insurance Limited after she made a claim under her home emergency policy.

One Insurance is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agent. As One Insurance has accepted it is accountable for the actions of the agent, in my decision, any reference to One Insurance includes the actions of the agent.

What happened

In December 2022, Mrs K contacted One Insurance because her boiler wasn't working, resulting in a loss of hot water and heating. An engineer attended the following day and found that the boiler had low pressure.

The engineer managed to get the boiler working again after topping up the pressure. He also cleaned the condensate pipe, which had been blocked.

Two days later, Mrs K called One Insurance and said the boiler had stopped working again. One Insurance said it would contact the engineer who had previously attended and would get back in touch with her. However, Mrs K says she didn't hear back from One Insurance. In the meantime, she arranged for her boiler to be replaced.

Mrs K raised a complaint with One Insurance who said the engineer had confirmed that as the pressure had dropped so quickly, it would indicate a leak, which was an exclusion in her home emergency policy. It said that due to this, its agent had informed Mrs K she would need to contact her home insurance to investigate and repair.

Mrs K remained unhappy and asked our service to consider the matter. Our investigator thought Mrs K's complaint should be upheld. He thought One Insurance should have arranged for a second engineer to visit Mrs K's property as the policy had unlimited call outs. He recommended it pay Mrs K £200 compensation for distress and inconvenience.

One Insurance didn't accept our investigator's recommendation. So, the 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.

Having done so, I've reached broadly the same conclusions as our investigator. I'll explain why.

The policy's terms and conditions say:

"We will pay a combined total of £750.00 (including VAT) for labour, advice, parts and materials to cover an emergency for insured events during the period of insurance, per claim.

- Boilers – emergency repairs after an emergency involving your home that leads to the main source of heating failing...*
- Unlimited call outs..."*

I've listened to the call where Mrs K advised One Insurance's agent that her boiler had stopped working again, two days after the engineer had visited. The agent said he would contact the engineer who had attended previously. He said her home emergency policy only covered restarting her facilities and suggested Mrs K might also want to speak to her home insurance about a full repair.

The agent suggested that the drop in pressure could indicate a leak or could be another issue with the boiler. He said he would speak to the engineer to get further information and would get back in touch with Mrs K to advise her.

According to One Insurance's notes, an email was sent to the engineer the same day and the engineer responded a week later saying:

"It could be the damaged control nobs [sic] but the boiler is old & it could have damaged the PCB as they feed directly into the front of it.

Otherwise it would be a new call out to investigate and Diagnosis [sic] issues, this may need Trace and Access as could be a leaking pipe under floor."

In its response to Mrs K's complaint, One Insurance said the pressure dropping so quickly would indicate a leak, which was an exclusion under the policy. However, this contradicts the information from the engineer who suggested that there might be another issue, aside from a leaking pipe. And One Insurance has since acknowledged to our service that it would have been reasonable to have arranged a repeat call out to identify the issue.

Mrs K says she didn't hear back from One Insurance and had to buy a new heater and boiler. One Insurance has noted attempting to call Mrs K but there was no answer. There's nothing to suggest it made any further attempts to contact her.

I don't have evidence to show me that One Insurance would have been able to fix the boiler if one of its engineers had returned to Mrs K's property. And the cost of a new boiler isn't covered by the policy. So, I don't think it would be fair to tell One Insurance to pay towards the cost of Mrs K's replacement boiler.

However, I think One Insurance should have done more to investigate the issue and its communication with Mrs K should have been better. I think the poor service from One Insurance is likely to have led to some delay in Mrs K having her heating reinstated. Mrs K and her family were left in a cold home, which was particularly upsetting as they had a newborn baby. So, I think it would be fair for One Insurance to pay Mrs K £200 for distress and inconvenience.

Putting things right

One Insurance should pay Mrs K £200 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Mrs K's complaint and direct One Insurance Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 24 October 2023.

Anne Muscroft
Ombudsman