

The complaint

Mr and Mrs C complain about the way UK Insurance Limited handled a home emergency claim.

Any reference to UKI includes the actions of its agent. For ease of reading, I've referred to Mr C throughout my decision.

What happened

The events of this complaint are well-known to both parties, so I've summarised events.

- Mr C contacted UKI – the underwriter of his home emergency policy - when his boiler stopped working leaving him without heating and hot water.
- UKI sent an engineer who advised the boiler required a strip down service before repairs could be completed, and that as a strip down service wasn't covered, he wasn't able to do any more.
- The engineer reported the boiler as operational, though Mr C says he was told not to use the boiler in the meantime.
- Mr C says that his boiler didn't work properly following the engineer's visit, and ultimately, arranged for his own plumber to repair the boiler who diagnosed a malfunctioning fire valve.
- Unhappy with the service from UKI's engineer, Mr C complained. He said the engineer didn't have the appropriate tools to complete a thorough investigation and failed to identify the fault – which, in any event, wouldn't have been fixed by having a service.
- In its final response, UKI maintained a strip down service was necessary before the engineer could reattend. It added that as there was intermittent heating and hot water at Mr C's property – it was no longer a home emergency.
- Unhappy, Mr C brought a complaint to this Service.
- An Investigator considered it and upheld it – saying UKI needed to pay £100 compensation because it hadn't been clear as to why a strip down service was needed and because of poor communication on its part.
- Because Mr C disagreed with the Investigator's outcome, the complaint was passed to me for an Ombudsman's decision.

Having reviewed the complaint, I issued a provisional decision in which I said:

"What I've provisionally 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 intend to uphold this complaint. I'll explain why.

- The starting point is the policy which says: "We will cover you for incidents in your home which if not dealt with quickly will [...] leave your home with a total loss of heating, lighting or water."*
- It goes on to say: "Cover includes emergencies relating to: The main source of heating in the home."*
- UKI accepted there was an insured peril because Mr C's boiler had stopped working and he was without heating and hot water. But it has said that as the boiler was operational when the engineer left, it was no longer an emergency, and so further repairs weren't covered. It added that a strip down service was required before any further repairs could be completed.*
- So, I need to consider whether the engineer's temporary repair was sufficient. Whilst UKI's obligation was to provide a temporary repair to have Mr C's boiler working again, given he was in touch with UKI within a few hours of the engineer attending his property, I'm not persuaded the repair can be considered sufficient.*
- UKI says the engineer couldn't complete a repair because a strip down service was required in the first instance, but it hasn't evidenced where this requirement is stated in the policy. Nor has it provided sufficient evidence explaining why a strip down service was necessary before a temporary repair could be completed.*
- On the face of it, I'm not persuaded a sufficient temporary repair has been completed. So, I've considered whether further temporary repairs were completed to resolve the issue, and whether UKI ought to have done these.*
- It seems Mr C's own engineer was able to repair the boiler in a single visit and wasn't precluded from completing the repair even though a strip down service hadn't been carried out first. Furthermore, from reviewing the invoice, the repair works don't appear to be extensive, and the invoice is for less than the policy limit. So, in the circumstances, I consider it reasonable for UKI to pay the costs Mr C incurred in having his engineer repair his boiler.*
- I also consider £100 compensation to reasonably reflect the difficulties Mr C experienced because of UKI's handling of his claim.*

My provisional decision

My provisional decision is that I uphold this complaint and direct U K Insurance Limited to:

- Pay Mr and Mrs C £100 compensation.*
- Reimburse Mr and Mrs C the costs incurred in having their boiler repaired – subject to proof of invoice. UKI should pay simple interest at 8% a year from the date Mr C paid his engineer's invoice to the date it is refunded."*

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.

Neither party responded to my provisional findings and so, my final decision is the same as my provisional decision.

My final decision

My final decision is I uphold this complaint and direct U K Insurance Limited to:

- Pay Mr and Mrs C £100 compensation.
- Reimburse Mr and Mrs C the costs incurred in having their boiler repaired – subject to proof of invoice. UKI should pay simple interest at 8% a year from the date Mr and Mrs C paid their engineer's invoice to the date it is refunded.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 11 October 2023.

Nicola Beakhust
Ombudsman