

## **The complaint**

Mr and Mrs P complain UK Insurance Limited (UKI) did not fairly settle their claim after they made a claim on their home emergency insurance policy. This left them without hot water for a number of weeks.

References to Mr or Mrs P will include the other.

UKI are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As UKI have accepted it is accountable for the actions of the intermediary, in my decision, any reference to UKI includes the actions of the intermediary.

There are several parties and representatives of UKI involved throughout the complaint but for the purposes of this complaint I'm only going to refer to UKI.

## **What happened**

On 27 December 2023 Mr P reported an issue with his hot water to UKI. An approved emergency engineer attended two days later and advised a plumber was needed. A plumber attended the same day.

A leak was found to the hot water pump. The leak was isolated and the plumber confirmed that replacement of the pump was required. UKI confirmed to Mr P that this was covered by his home emergency policy.

On 3 January 2024 UKI said as the pump was an "add on" booster pump, it was not covered by the home emergency policy. However, due to its mistake in telling Mr P it was covered by his policy it agreed to pay for the booster pump.

On 15 January 2024 UKI said it had currently been unable to get a suitable engineer to complete the work to replace the booster pump. It recommended Mr P to arrange a plumber himself and to advise it of the costs.

UKI offered £350 compensation for delays caused by communication issues, the lack of engineer availability, the conflicting information received, and the impact this had on Mr P and his family. This amount was increased to £450 in Mid-march 2024.

Because Mr P was not happy with UKI, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said UKI's offer of compensation, and that it would consider repair costs for the booster pump, was a fair and reasonable one.

As Mr P is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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.

I saw in the days following UKI's approved plumber saying a new pump was needed that UKI told Mr P that replacement of the faulty pump was covered under the terms of his policy on more than one occasion. As Mr P was without hot water UKI made him aware that he was covered for one night's alternative accommodation as per the terms of his policy. I didn't see any evidence that Mr P progressed with this.

On 3 January 2024 when UKI found that the pump was an "add on" booster pump to increase water pressure, it told Mr P that replacement of this part was not covered by his policy. I saw UKI offered to get the hot water back on but without replacing the booster pump. Mr P said he was not happy with that suggestion as he had already been told by UKI that it would replace the pump in question so it should cover the cost to replace it. He made a complaint to UKI on 9 January 2024.

I recognise that Mr P was given conflicting information from UKI about his claim. He was told by UKI that the faulty pump was to be replaced and was then told it was not covered. When UKI looked into Mr P's complaint it decided to cover the cost of the "add on" pump, due to its error and because it was affecting the hot water. I think this was the reasonable outcome in this case.

There then followed a delay caused by UKI being unable to find a plumber to undertake the work to fit the add on pump. I saw Mr P continued to contact UKI for an update on the repair and on 15 January 2024 it recommended Mr P arranged his own contractor to undertake the required work and said it would cover the cost of this to avoid any further delay.

Although it was not ideal that UKI had been unable to find its own contractor to undertake the replacement of the booster pump, it took action which allowed Mr P to have the issue resolved as soon as possible and avoid any further delay in this case. This is in line with what I would expect it to do in this situation.

I saw Mr P did get this work completed and submitted proof of payment of £272.40 to UKI. I understand he has been reimbursed for this.

I think UKI's offer to cover the cost of the booster pump, on receipt of proof of repair and payment, was a fair and reasonable one.

I recognise there was a lack of update to Mr P from UKI and he had to make a number of calls for updates and to progress the replacement of the booster pump and was sometimes on hold for lengthy periods of time. I also understand Mr P and his family were without hot water for several weeks. However UKI did offer to get the hot water back on without replacing the add on booster pump. I acknowledge this would have likely meant a reduced water pressure at that time, but hot water would have been available on 3 January 2024.

After considering all the issues in this claim I think UKI's offer of £450 compensation and to pay the cost for a replacement booster pump to be fitted is a fair and reasonable one in the circumstances of this complaint.

Therefore, I don't uphold Mr and Mrs P's complaint and don't require UKI to do anything further in this case.

**My final decision**

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs P to accept or reject my decision before 13 November 2024.

Sally-Ann Harding  
**Ombudsman**