

The complaint

Mr N complains about how UWI Limited handled a claim he made on his home emergency insurance policy.

Reference to UWI includes its agents.

What happened

Mr N held a home emergency policy with UWI. In July 2024, when he was without heating or hot water, he made a claim to UWI for assistance.

UWI sent an engineer round the same day. That engineer thought there were issues with the installation of the boiler. As a result, they marked it as unsafe, and noted that Mr N was without heating or hot water. They said no further work could be done on the boiler until the installation issues were resolved.

Mr N wasn't happy at being left with no heating or hot water, so called UWI to let it know of his unhappiness. UWI agree to send a second engineer round the following day to give a second opinion.

That second engineer also found issues with the installation and didn't want to carry out the required works without those issues being fixed first.

A further appointment was arranged, 12 days after the claim was reported, but unhappy with the consequences of being without heating and hot water, Mr N wanted to know what else could be done. An allowance for alternative accommodation was offered, but Mr N didn't think this was enough.

Ultimately, Mr N paid for his own engineer to fix all the boiler issues. That was roughly 9 days after he reported the issue to UWI.

Mr N complains about the service he received. He's said the messaging he received wasn't clear throughout the claim and he was told the problem was and wasn't covered. He says the installation issues weren't what caused him to be without hot water and heating so doesn't see why they needed to go ahead before any work could be done to restore his heating and hot water. He's said in any case, if he were clearly told this earlier, he'd have instructed his own engineer earlier and therefore not been without heating and hot water for as long as he was.

UWI acknowledged there were issues with communicating with Mr N the need to have the installation issues fixed first. It said this accounted for a delay of two days. It says after this point it made it clear to Mr N that the issues needed fixing before the work covered by the policy could be carried out. It says it offered alternative accommodation up the policy limit. It offered Mr N £100 compensation and ultimately didn't charge his excess (it was returned by his bank). It also reimbursed him what he'd paid his engineer, for the part of the repair it said was covered by the policy.

Mr N didn't think this was fair. He didn't think the compensation fairly took into account the distress and inconvenience the matter had caused him. He said he was living with his one year old child and that he has a medical condition which means he needs constant access to warm water. He thinks UWI should have done more to help him considering his vulnerability.

Our Investigator ultimately didn't uphold the complaint. They acknowledged Mr N had a vulnerability which meant he needed access to hot water, but said they couldn't see where UWI had been made aware of that, so didn't think it was fair to say it should have done more.

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 not upholding it.

It's worth noting here that while I've considered everything provide, in line with our role as an informal service, I'll not be commenting on every bit of evidence or argument raised. Instead, I'll focus on the issues I consider to be key.

Here, I'm satisfied UWI's decision to not repair the boiler before the installation issues were fixed was a reasonable decision. Two engineers made the same finding relating to work that needed to be done on the flue, the gas pipework and the condensate pipe. I understand these issues weren't directly related to Mr N's emergency (not having heating or hot water), but I think it's reasonable neither engineer wanted to carry out work on the boiler until those issues were fixed.

Mr N's policy with UWI says *"our approved contractors will not be able to complete any work or repairs, to boilers or systems which are deemed to be unsafe due to poor installation or lack of maintenance."* and *"your product only includes repairing or replacing your boiler and controls, central heating system, plumbing system or drains when it stops working properly. It does not include any improvements or upgrades"*.

I'm satisfied both these terms can fairly apply here. So I'm satisfied UWI was acting in line with Mr N's policy when not carrying out the repair until those issues were rectified.

I'm pleased UWI reimbursed Mr N what he'd paid for his engineer to fix the issue which was covered by the policy though, that's what I'd expect it to have done. Ultimately, there was a valid claim, so it's only fair Mr N gets the benefit the policy was intended to provide.

Turning to the offer of alternative accommodation, I understand Mr N is unhappy with the offer of £250, but this is the policy limit. I wouldn't expect UWI to pay more than this. In this complaint I'm not dealing with any sales aspect because UWI didn't sell him this policy, so if Mr N thinks that he wasn't fairly informed of the limit and because of that the product is unsuitable for his needs, that's something he'll need to raise with the firm who sold him this policy.

UWI has acknowledged it didn't communicate what needed to be done to progress the claim as clearly as it should have. It should have clearly stated once it got the second engineer's report the day after the claim was recorded that Mr N needed to fix the issues with installation issues with the boiler himself before the claim could progress.

From the calls I've listened to, that didn't happen until three days later. And during those three days Mr N was given conflicting information about what will happen. This will no doubt

have caused distress.

Looking at the impact this all had on Mr N, I consider UWI to be responsible for the three days in which it didn't clearly communicate with him how to progress the claim. After this point, I don't consider UWI to have delayed the claim, that because from then on, it was Mr N's responsibility to fix the installation issues UWI had identified to allow the claim to progress. As it happened, Mr N appointed his own engineer and they fixed the issues without the need for UWI to attend again.

I'm aware Mr N has said he's got a health condition meaning he needed access to warm water and that cold water wasn't an acceptable substitute. He's explained in detail the distress and inconvenience that caused him. From the calls I've listened to, he's not given this information to UWI throughout the claim, and I've not seen anything that shows it was aware of this prior to the claim either.

I understand Mr N has said that UWI should be alert to its customers vulnerabilities and that its not always required that the customer explicitly states them in order for them to be considered. And he's right there. But I've not heard anything in the calls that should have alerted UWI to the possibility he might have a health condition which it should then have reasonably explored. He says multiple times he needs hot water, but I have to consider that in the context of the claim (that he's without hot water due to a boiler issue), that's not enough to alert UWI of any potential vulnerability he had. Therefore I don't think I can fairly say it should have done more in respect of that vulnerability.

In the calls Mr N does mention a number of times he has a one year old child though. So I've considered whether that warranted UWI to do more. But I'm not persuaded it does. This claim was in the middle of summer, so while not having hot water would undoubtedly have been inconvenient, I don't think, for the delay UWI is responsible for, it needed to anything different. If for example the claim were made in the middle of winter, without heating, perhaps I'd be saying something different here.

Therefore, in light of the above, I'm satisfied UWI's offer of £100 compensation is fair and reasonable in all the circumstances of this complaint.

My final decision

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 8 May 2025.

Joe Thornley
Ombudsman