

The complaint

Mr H is unhappy that U K Insurance Limited ("UKI") declined his boiler claim under his home emergency cover.

What happened

The background to this complaint is well-known to both parties, so I've summarised what I think are the key events.

Mr H had home emergency cover underwritten by UKI as a benefit of his bank account. He claimed under the policy because the water temperature in his home repeatedly fluctuated suddenly.

To begin with, UKI declined the claim because it said his shower was an appliance and not covered under the policy. Once it realised the problem was with the water overall rather than the shower, it sent a contractor to investigate. But Mr H was unhappy with the contractor UKI sent because of a previous encounter. The next contractor thought the problem was with the boiler and said a heating engineer would need to attend. When the heating engineer attended, no issues were identified with the central heating. However, further testing indicated that there was sludge in the heat exchanger which was preventing water circulation. Mr H said the engineer concluded that sludge was present, caused by a lack of maintenance. As the policy excluded cover for problems relating to maintenance and wear and tear, UKI declined the claim.

Mr H disagreed with UKI's findings. He said he maintained his boiler and had it serviced in line with the manufacturer's guidelines. Therefore, he didn't think UKI had properly handled his claim. Mr H complained.

UKI issued a final response. It upheld the first two complaints Mr H raised regarding an incorrect diagnosis that the shower was the problem and that UKI had sent a contractor it had previously agreed not to send again. In recognition of its service failings, UKI paid £210 compensation, which it said Mr H accepted.

However, UKI didn't uphold Mr H's complaint about its diagnosis of the fault. UKI said it relied on the evidence provided by the engineers, and senior agents had agreed with the findings.

He remained unhappy, so Mr H brought his complaint to us. Our investigator considered the evidence, but he didn't think UKI had treated Mr H unreasonably. Mr H didn't agree. He said the engineer who inspected his boiler didn't conduct a thorough check, and he believed the conclusion was based on an incorrect assessment and influenced by his previous complaints about UKI. Mr H asked for an ombudsman 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 decided not to uphold Mr H's complaint for broadly the same reasons as our investigator.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably.

Initially, UKI incorrectly declined Mr H's claim at first notification, and then sent an engineer who Mr H had specifically asked UKI not to send again. UKI acknowledged responsibility for these two service failings and paid Mr H £210 compensation. Mr H accepted the payment as settlement of these two elements of his complaint.

Having considered the mistakes made and Mr H's acceptance of UKI's compensation payment, I'm satisfied that this matter was resolved fairly and reasonably. Therefore, I won't consider this complaint issue further.

The remaining complaint is that Mr H doesn't think UKI correctly diagnosed the cause of the water temperature fault. He disputes its conclusion that sludge was causing the problems because he maintained his boiler in line with the manufacturer's recommended guidelines.

The policy sets out the detail of the contract between Mr H and UKI, so I've turned to this to decide whether UKI declined the claim in line with the relevant terms and conditions. To be clear, it's not for me to diagnose the problem – rather it's my role to decide whether UKI declined to offer help, reasonably, based on the evidence available.

UKI's contractor concluded that the problem was due to sludge in the system, likely caused by wear and tear. The cover available to Mr H excludes problems caused by wear and tear, or lack of appropriate maintenance. I've looked at the report, which includes photos. In the absence of any contradictory expert report, I think it was reasonable for UKI to rely on its contractor's finding, and to decline the claim in line with the policy exclusions it stated.

Mr H disagreed, and he provided evidence that he'd had his boiler serviced in line with the manufacturer's guidelines. I have no reason to doubt that. However, the evidence he provided doesn't show that there wasn't any sludge in any part of the system. It simply shows that Mr H had the boiler serviced.

Based on the evidence, I'm satisfied that UKI reasonably declined Mr H's claim because the policy didn't provide cover in the circumstances.

I've noted Mr H's comment that UKI hasn't provided evidence that the tests it completed to reach its diagnosis were completed properly. He said the photo doesn't show where the pipes were clipped onto the system, and the engineer didn't perform a water quality test. Mr H said his heating is working fine so there can't be sludge present.

I've considered the photo showing where the testing equipment was clipped to the system. I agree it doesn't show the clips, but the wires do appear to lead in the right direction. The monitor also shows the temperature variance, which is indicative of sludge in the system. While Mr H seems to think UKI could've attached the testing equipment anywhere to produce misleading results, and perhaps did so because of a conflict of interest, he hasn't provided evidence that the engineer failed to place the testing equipment correctly or failed to complete appropriate tests. On balance, I think it's unlikely that UKI would've falsified results simply to avoid accepting Mr H's claim. So, I have no reason to doubt that UKI completed the tests it reported, or that they were done correctly.

Overall, based on the available evidence, I'm satisfied that UKI compensated Mr H fairly for the first two mistakes, and that it reasonably relied on expert evidence when it declined Mr H's claim. I see no reason to require any further action of UKI.

My final decision

My final decision is that I don't uphold Mr H's complaint, and there's nothing more U K Insurance Limited needs to do in respect of his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 16 June 2025.

Debra Vaughan
Ombudsman