

The complaint

Mr and Mrs G have complained about the way UWI Limited have handled their claim under their boiler and home cover policy.

What happened

The details of what happened are well known to both parties. So, I will just summarise them here.

- Mr G called UWI in November 2024 to report a boiler breakdown and make a claim under their policy.
- After initial repairs and replacement parts were ordered, UWI identified through the engineer that a further part was needed. After quotes, UWI told Mr G that they deemed the boiler, beyond economical repair (BER).
- Mr G says he arranged for the installation of a replacement privately due to delays with UWI's engineers. He says this was approved by UWI.
- UWI say they were establishing the age of the boiler deemed BER and that as the boiler was over 7 years old, their contribution is subject to a policy limit. After Mr G complained they offered him £40 for alternative heating contributions, £80 compensation and £250 for the BER contribution. They had also previously offered £250 for alternative accommodation when the boiler wasn't working. They later offered an increased £500 for the BER contribution, double what they say the schedule requires them to pay.

Mr and Mrs G remained unhappy and brought their complaint to our service for an independent review. Our investigator initially wasn't satisfied UWI had done enough to be sure the boiler was over 7 years old. After further evidence, he was of the view UWI should pay what was offered but increase the compensation to a total of £200.

Mr and Mrs G didn't agree. Amongst several points in reply, they said several appointments had been cancelled, UWI had confirmed they would pay for the installation, disputed the evidence regarding the age of the removed boiler and questioned the decision to deem it BER.

As no agreement was reached, the case 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.

Firstly, I would like to empathise with Mr and Mrs G. I can see they were without heating and had hot water issues for almost two weeks, during a winter month. I need to decide whether UWI should have done more and if so, what they should do to put things right.

I can see the engineer initially attended in a timely manner, but it was identified that parts were needed. Whilst I can see this will have been frustrating for Mr and Mrs G, I haven't seen anything to say it could have been dealt with quicker. There was a delay in UWI receiving a quote and in the end, it took five days from the initial call to deeming the boiler BER. I haven't seen any evidence to suggest the decision to deem it BER was incorrect. UWI had also offered Mr and Mrs G £250 towards alternative accommodation, which is in line with the policy limit.

After this point there were delays, with Mr and Mrs G saying there were several missed appointments with the replacement boiler engineers. I can see why Mr and Mrs G, with authorisation from UWI, appointed their own private engineers.

Mr and Mrs G are looking for a reimbursement for the amount they paid, over £5,000. However, I don't agree. Firstly, the policy has a limit for the replacement of boilers over seven years old of a contribution of £250. UWI have offered £500, in excess of this. Mr and Mrs G have suggested the full amount should be paid as it was suggested it would be covered. However, whilst UWI were initially led to believe the broken boiler was less than seven years old (and so a full replacement covered under the policy) I can't see they ever guaranteed this. And they made it clear to Mr G that they would need to consider the quote from his independent engineer. Mr G has also said himself in his file submission that he made the decision to confirm with the independent engineer, without a confirmation from UWI.

I have considered the decision UWI made that the replace boiler was over seven years old and so subject to a policy limit towards the replacement. I think it was the right one. Whilst there was confusion initially due to the installation sticker on it, I am satisfied this was the date the boiler was moved and not first installed. UWI have also provided evidence that the years the boiler was manufactured in, were over seven years ago.

I do think UWI could have come to this conclusion sooner and Mr and Mrs G should be compensated for this as well as the delays they faced from the engineers acting for UWI. I agree with the investigator that £200 for the impact of the avoidable delays is fair. Especially considering UWI have offered double the policy limit towards the replacement boiler.

In summary, I think UWI are acting fairly in offering £500 towards the boiler replacement. This is more than the policy requires and I think Mr and Mrs G knew the contribution wasn't guaranteed when they instructed independently. The service has fallen below what you would expect but I agree with the investigator that £200 compensation for the impact is fair, as well as the heating benefit payment.

Putting things right

To put things right UWI Limited should, if they haven't already, pay Mr and Mrs G:

- £500 for the boiler replacement,
- £40 as a heating payment benefit,
- a total of £200 compensation.

My final decision

My final decision is that UWI Limited should put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 29 September 2025.

Yoni Smith
Ombudsman