

The complaint

Mr P has complained that U K Insurance Limited ('UKI') failed to provide an emergency service or reimbursement under his home emergency insurance policy. For the avoidance of doubt, the term 'UKI' includes reference to UKI's agents and representatives.

What happened

During the early evening of 9 January 2025, Mr P made a request for emergency assistance from UKI following a power outage at his home. He received a message from UKI stating that it would contact Mr P in 30 minutes to confirm an emergency appointment. He then received subsequent messages to say that it was having difficulty in finding an appointment but that it would be in touch, however Mr P didn't receive a call. He felt that he had no alternative but to try to arrange alternative emergency assistance and he secured an appointment with his own engineer for the next morning, who identified and resolved the fault at cost of over £1,200.

Mr P received a call from UKI on 10 January to state that it could arrange an appointment for later in the day. Ultimately it declined to reimburse Mr P's costs as it said that repairs by anyone other than its authorised tradesman wasn't covered under the home emergency policy. Mr P therefore referred his complaint to this service. In summary, he said that he'd required emergency help and was in a stressful situation *'without any help from the very source I had assumed could be relied upon'*.

The relevant investigator upheld Mr P's complaint. He didn't believe that UKI acted fairly or reasonably when it failed to provide Mr P with emergency assistance and in then refusing to reimburse his costs when he appointed his own engineer. It was his view that UKI should reimburse Mr P his full costs in relation to appointment of the emergency engineer, together with interest, as well a total of £150 in compensation for its service errors in view of the distress, inconvenience and loss of expectation caused.

UKI didn't agree with the investigator's view as it stated that the policy didn't cover issues which occurred due to the need for routine maintenance. Whilst it considered the compensation award of £150 to be fair and reasonable, it considered that that the invoice provided by Mr P was insufficient to be relied upon and it didn't agree that it should be required to reimburse the total sum of over £1,200. The matter has therefore been referred to me to make a final decision in my role as Ombudsman.

I issued a provisional decision to the parties in early October 2025 which stated as follows; *'The key issue for me to determine is whether UKI acted in a fair and reasonable manner in declining to reimburse Mr P for the costs which he'd incurred, and regarding the amount of compensation which it offered for its acknowledged service failure. I can't say that UKI acted in a fair and reasonable manner in all respects, and I agree that compensation of £150 is fair. However, on a provisional basis, I consider that reimbursement to Mr P should be limited to the UKI policy limit. I'll explain the reasons for this provisional decision.'*

I've considered the submissions of the parties as summarised below. Turning firstly to Mr P's submissions, he provided a detailed chronology of relevant events. Following a power failure

at his home at about 3pm on 9 January 2025 and being unable to ascertain the cause, he requested emergency assistance from UKI at about 6pm. He received a response at 6.15pm to say that an emergency appointment was being arranged. He then received a message at about 7pm to say that UKI was experiencing a delay in arranging the appointment. Between 7.30pm and 8pm he was notified that UKI was unable to arrange the appointment, but that it would call him shortly after 'to ensure we give you the support you need'. No call was made or received that evening, and Mr P felt that he was left completely without assistance or any assurance that anyone would be sent. He said that had UKI called as promised, he might not have had cause to find alternative help.

Mr P had therefore engaged his own engineer who attended the following morning. The engineer carried out a three-hour investigation and rectified the fault by about mid-day. The total cost of the emergency call-out and repair was £1,208.88. Mr P said that UKI continued to question and seek details of the work carried out, and it had refused to reimburse the invoice despite accepting that the level of service was below what was expected. It had also invited Mr P to submit the invoice to its reimbursements department. Finally, Mr P pointed out that the agent's website emphasises that; 'We aim to provide customer service excellence first time, every time, so our processes are designed to take away the stress and deliver a resolution as quickly as possible'. He said that evidently, UKI fell well short on this occasion.

I've also considered the report of the engineer engaged by Mr P. This made it clear that the engineer had checked that the power failure was related the lighting circuits. He'd examined and tested the supply, which was normal, and examined and tested all sockets and light fittings individually 'until a loose wire was discovered in a downstairs light fitting'. The engineer repaired the fault, tested it, and restored power.

I now turn to UKI's response to Mr P's complaint. It stated that it partially upheld Mr P's complaint because its agent had been unable to arrange the attendance of a contractor within the agreed service level. It said that it had provided updates regarding the challenges in securing an appointment and agreed that it had stated at 7.46pm that a team member 'would be in touch shortly to provide support'. It noted that it was not until the following day, when it attempted to schedule an appointment, that Mr P advised UKI that he'd already engaged a contractor to resolve the issue, but it offered the earliest available appointment. UKI recognised that this didn't meet Mr P's expectations and agreed that it should have acted more promptly to send an electrician. It also acknowledged that the delay in service led Mr P to seek alternative arrangements. It offered £40 in compensation for the breakdown in communication and delays experienced by Mr P.

As for the invoice for Mr P's engineer, UKI explained that it was unable to approve it 'as the use of a private contractor was not pre-authorised, and the amount exceeded the policy limit.' It also didn't think that the invoice provided a sufficiently full and detailed breakdown of the repair and associated costs to assess eligibility for reimbursement. It expected to see details of the investigation over a period of three hours, of power being turned off, all electrical sockets checked and assessed to identify the source of the issue, the location of the electrical socket, that a loose wire was the problem and exactly what work the electrician carried out. In its further submissions, UKI stated that it did manage to source an engineer who agreed to attend within less than 24 hours after Mr P logged the claim. It considered that the amount paid also seemed very high considering the issue was due to a 'loose wire' and could have been completed in less time as, with due diligence, the relevant unit for the circuits would have been isolated first.

As to the terms and conditions of the policy, UKI considered that the work amounted to either 'improper installation', 'wear and tear' or a 'maintenance issue' under the policy, and the work completed by Mr P's engineer wasn't covered. It said that a three-hour visit would

be deemed a maintenance issue and that UKI 'would have referred the customer back to his buildings insurance or to a private contractor.' It said that improper installation applied if wires weren't installed correctly, such as not being tightened enough or using inappropriate connectors. It said that wear and tear meant that over time, wires can degrade due to mechanical stress, which leads to loose connections. It said that it's recommended that a home had a yearly maintenance check of the electrical units, including sockets and light switches to make sure there was no sign of wear and tear. As for its justification for relying upon such exclusions, it said that as the work had been carried out independently, it hadn't been given the opportunity to gather evidence to support its stance.

I now turn to my reasons for my provisional decision to partly uphold Mr P's complaint. The starting point for claims of this nature will be the terms and conditions of the relevant policy which form the basis of the insurance contract between the insurer and its customer. In this instance the policy offers cover for any emergency which is defined as 'an incident in the home which if not dealt with quickly will... leave the home with a total loss of its main source of...lighting...' 'Emergency Assistance' is defined as 'work undertaken by an Authorised Repairer to resolve the Emergency by completing a repair to temporarily or permanently rectify, repair or prevent further damage occurring by making safe the Emergency where possible'. The policy then states that UKI will 'organise and pay up to £750 including VAT for the call-out of an Authorised Repairer...labour, parts, materials to carry out Emergency Assistance...' It makes it clear that sums over £750 will be the customer's responsibility.

The policy also includes some general exclusions as follows; 'the cost of replacement parts due to natural wear and tear, gradual deterioration or from failure to carry out reasonable maintenance in accordance with any manufacturer's instructions.' The policy excludes 'any defect, damage or failure caused by...faulty workmanship...' Cover is also excluded for 'electrical wiring (other than the permanent electrical supply system in your Home supplying electrical power to internal wall sockets, switches, bulb sockets and fuse boxes which are beyond the electricity company's supply meter,'

I consider that these provisions are reasonably clear in terms of the limits of financial cover, what work is covered, and who is expected to carry out the necessary work. The timescales for carrying out the work aren't specified in the policy booklet itself. Having considered these provisions, I'm satisfied on a provisional basis that the faulty wiring formed part of the permanent electrical supply to a light fitting and was intended to be covered by the policy.

As for any policy exclusions, I appreciate that UKI considers that it hasn't had the opportunity to obtain evidence to support its stance. However, I consider it clear that the work to correct the fault wasn't to do with provision of replacement parts due to the listed circumstances, and fixing a loose wire doesn't equate to provision of a replacement part. If it had been intended to exclude claims for work where wiring may have become loose over time or due to the listed circumstances then it would be expected that this should be done clearly and explicitly, and this isn't the case here. There is also no available evidence to show that the defect was caused by faulty workmanship. In the circumstances, I've concluded on a provisional basis that none of the exclusions in the policy apply in this instance.

As for the question of whether it was reasonable for Mr P to engage an alternative engineer, I consider this to be a finely balanced issue. I appreciate that partial loss of power in the home will have been a stressful event, however he had left the matter for three hours before first contacting UKI. Whilst there is then an expectation that the insurer will provide swift and diligent support, this doesn't equate to immediate support, and the provision of an appointment within 24 hours may well be considered reasonable in usual circumstances. In addition, Mr P failed to seek authority to engage his own engineers and, in this respect, the policy clearly envisages that the emergency work will only be carried out by UKI's Authorised Repairers.

In this case, UKI's own service level may be ambitious, but it agreed that it had failed to meet its own standards. I also consider that its messages to Mr P had raised an expectation of urgent contact and assistance on the evening of 9 January 2025. As Mr P heard nothing that evening, on balance, I can't say that it was unreasonable for Mr P to have gone ahead to engage his own engineers so quickly and to present their invoice for consideration. In addition, whilst he didn't inform UKI that he intended to take this step, it's my provisional view that it was understandable that he might feel that UKI would fail to respond to any such communication.

Finally, as for the policy limits, I'm also satisfied on a provisional basis that the policy is very clear that £750 is the limit of cover, and that any sum over this limit is the customer's responsibility. In all the circumstances, I don't consider that it would be fair to require UKI to pay the amount in the relevant invoice which exceeds this sum. As for the question of whether the costs incurred were reasonable, I've carefully considered the contents of the relevant invoice. Whilst it provides some details of the work, it does appear to be high in the light of the basic fault eventually identified. The 'admin fee' is also not explained or justified.

Nevertheless, had it attended, UKI's agent would no doubt have incurred a fair proportion of these costs in identifying and fixing the fault. On balance, and on a provisional basis, I consider it fair that UKI should reimburse costs up to the policy limit of £750.

In relation to UKI failing to provide emergency assistance to Mr P in line with its own service level agreement, this point isn't in dispute, and I agree that compensation at a level of £150 would be fair and reasonable for the distress and inconvenience caused over a relatively short period.'

In the provisional decision, I provided the opportunity for the parties to respond and to provide any further submissions or evidence before I came to a final decision.

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.

In this case, both parties responded to the provisional decision in a timely fashion, and accepted the provisional decision.

In the circumstances, I'm satisfied that the proposed resolution contained in my provisional decision provides a fair and reasonable outcome to this complaint and my final decision is duly set out as follows.

My final decision

For the reasons given above I partly uphold Mr P's complaint and require U K Insurance Limited to do the following:

- Reimburse Mr P the sum of £750 in relation to the work carried out by his emergency engineers.
- Pay Mr P the sum of £150 in compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or

reject my decision before 13 November 2025.

Claire Jones
Ombudsman