

## **The complaint**

Mr K and Mr K complain that UK Insurance Limited trading as Direct Line (UKI) declined a claim they made on their landlord insurance policy.

For ease of reading I will refer to Mr K throughout my decision since he has brought the complaint to this Service on behalf of both policyholders.

## **What happened**

Mr K and Mr K had a landlords insurance policy that was underwritten by UKI which covers their rental property. They made a claim on their policy following an issue with the property's boiler in February 2025.

Mr K contacted UKI who told him it would cover the cost of a repair to the boiler if costs did not exceed the £200 policy excess, or it would provide a like for like replacement of the boiler with a mechanical or electrical failing, subject to the claim being validated. UKI said it would require an inspection report, the invoice for the replacement, and a copy of the gas safety certificate. But that information wasn't correct since Mr K didn't have policy cover in place for a boiler.

Mr K complained as he wasn't happy he was provided with incorrect information. UKI accepted it had provided Mr K with the wrong information and so offered him £250 to apologise for the distress and inconvenience caused. Mr K didn't agree with the response from UKI so he referred his complaint to this Service.

Our Investigator considered the evidence and concluded UKI had acted fairly. He said UKI accepted Mr K was provided with incorrect advice on his telephone call – and the advisor misinformed him when they said UKI would cover the cost of the repair or replacement, when actually Mr K didn't have cover for his boiler. He said UKI's offer of compensation was fair and reasonable in the circumstances of the complaint so the complaint wasn't upheld.

Mr K didn't agree. He said he wasn't given incorrect advice until the engineer refused to repair the boiler. When Mr K contacted the engineer he was told to change the boiler is covered by the policy and he would be reimbursed the excess when the repair was completed. Mr K says he has evidence that UKI could have repaired the boiler since the part was available and would have been covered by the policy. Because an agreement couldn't be reached the complaint has come 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.

I should explain that I won't be repeating the entirety of the complaint history here in my decision, or commenting on every point raised. Instead, I've focussed on what I consider to be the key points that I need to think about in order to reach a fair and reasonable conclusion. This reflects the informal nature of this Service, and our key function; to resolve

disputes quickly, and with minimum formality. However I want to assure both parties I've read and considered everything provided.

The evidence shows Mr K was made aware he didn't have cover for his boiler and didn't add it to his policy subsequently. I have checked the policy schedule when the policy was taken out and at renewal and I think its clear the cover is for contents only.

I note from the schedule Mr K has Landlord Emergency cover under the terms of his policy. Landlord Emergency provides cover for certain insured incidents, up to the limit of £1500. The policy provides assistance in the insured property if one of the following insured incidents occurs, "*Roof damage, plumbing and drainage, heating failure, power supply failure, toilet unit, property security, keys, and vermin*".

So I looked at the section 'Heating failure', which is, "*the failure of the main heating system in the insured property*". The policy provides assistance provided that, "*the insured incident is sudden, unexpected, and requires immediate corrective action to prevent damage or further damage to the insured property, make the insured property secure, or relieve unreasonable discomfort, risk to health or difficulty.*"

The cover provides assistance up to the limit of £1500 and is intended for emergencies only and there is a specific exclusion that says, "*we will not pay any claim relating to the costs, or any contribution towards the costs of replacing a boiler, storage heater or any other heating or domestic appliance.*" The policy also doesn't pay the costs of, "*any repair to a boiler...that is more than the cost of replacing it*".

Taking this into account and thinking about what Mr K has said happened its clear UKI gave him incorrect information. And as a result of that information he installed a new boiler rather than have existing one repaired.

I've carefully thought about this. I'm pleased to see UKI accepted it provided incorrect information and offered compensation to apologise for the same.

On considering the policy terms, it's clear that a replacement boiler wouldn't have been covered. Even if the part needed for repair had been available, the policy only provides assistance for emergency incidents. When Mr K claimed under his Landlord Emergency cover, a contractor attended but wasn't able to complete the repair. Although Mr K disputes this, the notes indicate the part was obsolete. Mr K says his boiler was very old and I haven't seen any independent, contemporaneous evidence to show the relevant part was available at the time.

Replacing the boiler would have required buildings insurance or fixtures and fittings cover or cover for repairs exceeding the policy's indemnity limit. In short, even with correct information, the policy wouldn't have covered the cost of replacing the boiler.

So whilst I appreciate Mr K was provided with incorrect information, if his boiler had broken down he would have had to repair or replace it in any event since there was never any cover in place for that. I can see the misinformation caused a lot of frustration and inconvenience to Mr K.

We are not the courts and we don't gather evidence on behalf of consumers. I will also explain that the Financial Ombudsman Service is independent of both consumers and the businesses they are complaining about. This means that we don't act for consumers, nor do we take instructions either from consumers or businesses or allow either party to direct the course of our investigations. Were we to do so, it would compromise our independence and impartiality. It's also up to us to determine what evidence we need in order to investigate a complaint. I note Mr K has said there are various people who can 'testify' that what he has

told us is correct and true. I don't dispute anything Mr K has told us, and I believe he was under the genuine impression he had cover to replace the boiler, compounded by the incorrect information provided by UKI. But that doesn't mean I think UKI should reimburse him for the cost of the boiler – since it isn't something he was entitled to under the terms of the policy.

Mr K's policy was set to automatically renew. But the onus is still on him to ensure the policy meets his needs. The policy booklet says, "*please examine your schedule to ensure it meets your requirements*". And I think had he done so he would have been aware of what the policy covers.

### *Distress and inconvenience*

Having considered the detail of what went wrong and the award offered by UKI, I think £250 to be fair and reasonable in the circumstances. I appreciate this will come as a disappointment to Mr K as it isn't the outcome he had hoped for. But I hope he'll understand from what I've said why I formed this view.

### **My final decision**

My final decision is that UK Insurance Limited trading as Direct Line should now pay Mr K £250 if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Mr K to accept or reject my decision before 13 February 2026.

Kiran Clair  
**Ombudsman**