

## **complaint**

Mr H and Miss C's complaint is about the handling of a claim under their home emergency insurance policy with U K Insurance Limited ("UKI").

## **background**

On 27 December 2018, Miss C made a claim under the policy, as her boiler had stopped working. UKI sent an engineer to look at the boiler the next day. He diagnosed that the air pressure switch was the cause of the problem but he couldn't remove the cover from the side of the boiler to access the switch as it was too close to the cupboard. The engineer said the cupboard door would have to be removed before any necessary work done to repair this.

Another engineer came back out on 31 December 2018 with the replacement part. The cupboard door had not yet been removed, so he asked his office what he should do and was advised to give Mr H a few minutes to remove it. However, UKI's engineer said Mr H was aggressive, so his office told him to leave the property. UKI says its engineer was assaulted and Mr H had tried to prevent him from leaving the property. UKI therefore said that it was not prepared to send any other engineers to the property but as the boiler had not yet been repaired, it would provide the remainder of the policy claim limit to Miss C so she could pay for the work to be done.

Mr H and Miss C got their own engineer out who replaced the printed circuit board, which repaired the boiler. This cost them £495.00. UKI reimbursed £347.60 of this, being the remainder of the policy claim limit. However, after Miss C and Mr H complained it paid an additional £148, so they have been reimbursed the cost of the repair.

Mr H and Miss C dispute all that UKI has said. They have made a number of submissions, which I've summarised below:

- The second engineer arrived earlier than agreed on New Year's Eve so Mr H and Miss C weren't prepared for him. The cupboard door had yet to be removed. Mr H says he was told to expect the plumber after 3pm and he arrived a little after 2.30pm. Mr H was aware the cupboard door needed to be removed and was waiting for his friend to do this for him.
- The plumber left the replacement boiler part in his van and was rude.
- The frame for the cupboard door was damaged when the door was removed.
- When the second plumber left the property the boiler still wasn't working even though the cupboard door had been removed.
- The engineer's toolbox damaged the wooden front door
- Because the boiler wasn't working for so long their electricity bill increased.
- They had to cancel their New Year's Eve party.
- They had to make alternative arrangements to have showers.
- He didn't assault the engineer, he was only trying to open the front door to let the plumber out.

One of our investigators looked into the matter. He didn't recommend that it be upheld, as he didn't think there was enough evidence that the engineer had acted unreasonably and he considered that UKI had made a reasonable offer in settlement of the complaint. The policy claim limit is £500, UKI's own costs and the £495 it paid for Mr H and Miss C's own engineer far exceeded that limit.

Mr H and Miss C do not accept the investigator's assessment, so it has been passed to me.

### **my findings**

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 have decided to uphold it.

Mr H and Miss C's engineer said:

*"Called out to above address to inspect and diagnose boiler breakdown. Inspection found faulty PCB (main computer board) contrary to prior inspection findings which diagnosed faulty air pressure switch. Air pressure switch tested and found to be in good working order. PCB ordered, reattended site the following day, fitted part and recommissioned boiler. In addition, no requirement to remove boiler housing door in order to complete work as per previous engineer's demand."*

He therefore diagnosed that the problem with the boiler was with a different component than that diagnosed by UKI. He also confirmed the cupboard door did not need to be removed in order to carry out the repair. Against this, UKI says both its engineers determined that the boiler could not be repaired without the door being removed.

I have seen photos of the boiler and the cupboard, taken by both UKI and Mr H and Miss C. UKI says the photos show there is not enough clearance around the boiler due to the door but that is not apparent from these photos. The boiler is in a cupboard, with not much space around it but it is difficult to see how much more access was provided by the door's removal. I also note that the door has apparently never needed to be removed on any previous visits by UKI or anyone else. Taking this information together, it seems to me more likely than not that the door didn't need to be removed. But in any event, there is no evidence that the door needed to be removed in order to replace the PCB, which was the part that actually needed to be replaced, rather than the air switch as suggested by UKI's engineer.

UKI says that if the door had been removed then the second engineer could have replaced the air switch and tested it and if that had not been successful could have deduced the problem and if it was the PCB he would have replaced that. UKI therefore says the boiler would have been working regardless of what the issue was but as Mr H and Miss C had not removed the cupboard door, none of that was possible.

There is persuasive evidence from an independent engineer that it was the PCB that was faulty and needed replacing. If that had been diagnosed correctly on the first visit then it seems to me none of the problems that followed would have happened. As stated there's not enough evidence the door needed to be removed, to do this repair. So if this had not been insisted on, Mr H and Miss C would not have had the problems with the second attendance. The engineer and Mr H have made allegations against each other and I can't reasonably determine exactly what happened during that visit but on either account, it was an unproductive and hostile encounter. This would probably not have been the case, if the first engineer had not said the door needed to be removed.

And, even if the PCB had to be ordered and a second visit was required to fit it, Mr H and Miss C's engineer was able to do it in two days. Instead, they were left without heating and hot water for around nine days in total before they could get their own engineer to fix it.

Overall therefore, I consider the boiler could have been repaired a lot sooner than it was and most the trouble caused to Mr H and Miss C could have avoided. I consider that some additional compensation is warranted for this, over and above reimbursement of their own engineer's costs. I consider £300 is appropriate.

**my final decision**

I uphold this complaint and require UK Insurance Limited to pay Mr H and Miss C the sum of £300 compensation for the distress and inconvenience caused by its handling of this claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Miss C to accept or reject my decision before 23 May 2020.

Harriet McCarthy  
**ombudsman**