

complaint

Miss A is unhappy with U K Insurance Limited (UKI) because it says she wasn't covered with it under her landlord's contents insurance policy for a boiler repair.

background

Miss A took out contents cover with UKI for a flat she owned and was letting out. She didn't need buildings cover as a block cover for the whole building was in place. She'd seen details on the internet about free boiler breakdown cover. She thought that as long as there was a buildings policy for the premises, UKI would provide boiler breakdown cover as standard. She called UKI to set up the contents cover and has said that she specifically asked if the block buildings cover entitled her to the boiler breakdown cover and was told 'yes'.

The boiler later broke down and Miss A made a claim. UKI declined the claim. It said there was no cover in place for the boiler because only contents cover had been taken. It didn't accept it had misled Miss A during the sale or that its advertising was misleading. Miss A felt that UKI had bullied her during its investigations and she was unhappy that the sales call wasn't available. Miss A complained to this service.

Our adjudicator didn't think UKI had acted unfairly or unreasonably. Miss A was unhappy with this as she felt we'd taken UKI's word over hers.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I think the UKI advertising is clear enough. The web data doesn't say that buildings cover has to be in place with UKI but I think – when taken in the context of the website as a whole (this information is given as part of the quote process) it's clear that the cover is being offered when buildings insurance is taken out with UKI. I can see that Miss A misunderstood that. But the fact of a misunderstanding doesn't automatically mean that arose because misleading information was given.

Now I think it is *possible* that Miss A may have then been misled by UKI when she called it to arrange her cover. But for me to find against an insurer I have to be satisfied that it's more likely than not that they did something wrong, not just a possibility. UKI says it didn't or wouldn't have advised on the buildings/boiler cover. Miss A says it did (although she's also said at times she doesn't recall exactly what was said). Each is equally plausible and, due to the time that has passed since the sale occurred, there is no recording of the call. So I can't know exactly what was said. And there's no other evidence either that might persuade me that Miss A is more likely to be correct than UKI.

This means I can't find UKI at fault for misleading Miss A. As there was no cover for the boiler then it was fair and reasonable for UKI to not take this claim on. I know it then sought to support its claim decision further by referring to the condition of the boiler. I can understand why it did that but that wasn't really helpful or necessary. And I don't think it really had enough information to make an informed decision in this respect because it had declined the claim (fairly and reasonably) without investigating it. But I'm not going to comment on the state of the boiler or the exclusion UKI has referred to further here because the lack of cover alone was sufficient grounds for its action.

I don't think UKI did anything really wrong when it spoke to Miss A about what happened during the sale. I can see that the conversations that took place upset her but I think UKI asked reasonable questions to try and establish what had gone on and what Miss A recalled. That's pertinent when a question of mis-sale is raised. I've heard the call and I don't think UKI was rude to Miss A.

my final decision

I don't uphold this complaint. I don't make any award against U K Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 7 December 2016.

Fiona Robinson
ombudsman