

## **complaint**

Mr F has complained about the way U K Insurance Limited (UKI) dealt with a claim he made on his home emergency policy. He says he's been left out of pocket as a result.

All references to UKI include its agents.

## **background**

Mr F made a claim to UKI because his boiler had broken down. UKI attended and said it had to replace a rubber hose which had split. When it came back to replace the hose it said the boiler also needed a new sensor and pump.

The engineer said, before any further repairs could be done, that the system had to be power flushed because of debris. But Mr F said he wasn't told this until he called to find out when the appointment to fit the pump would be.

Mr F arranged for the power flush to be done privately. He said when his plumber attended he said that a power flush wasn't needed. Mr F said he wasn't happy about this but went ahead with the power flush because he thought this was the only way UKI would proceed with the repairs.

UKI attended a few days later to replace the parts that needed replacing. But it told Mr F that he'd exceeded his £500 (including VAT) claim limit under the policy so he needed to pay a further £150.63 for the repairs to be carried out. Mr F made the payment but wasn't happy about the cost. UKI then said it had made a mistake and refunded £142.06 back to him.

Mr F complained to UKI about the need to have a power flush as well as the costs he'd had to pay. While UKI was considering the complaint Mr F's boiler failed again. He made a further claim. UKI said it set this up as a new claim and arranged for one of its agents to do the repairs. It said Mr F confirmed that the boiler was working fine after that.

UKI didn't uphold Mr F's complaint about the power flush. It said its engineers had taken photos of the debris in the boiler and this indicated that a power flush was needed. But it agreed it had initially overcharged Mr F so as a gesture of goodwill it paid him £100 which included the £8.57 he'd had to pay for exceeding the policy limit.

Mr F wasn't happy and complained to us. He wanted a refund of the cost of the power flush and filter (£665.00); the £80 call out fee UKI had paid its agent as part of the claim, and the £8.57 he paid for exceeding the policy limit. He also asked for compensation for the extra electricity and calls he had to make as well as the stress he'd suffered due to UKI's handling of the claim.

Our investigator didn't uphold the complaint. She said Mr F hadn't provided any expert evidence to contradict UKI's in order to show that a power flush wasn't necessary. And she was happy the £100 goodwill gesture UKI made had addressed the other parts of the complaint.

Mr F didn't agree and asked for an ombudsman's opinion.

## **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've decided not to uphold it.

Like a number of home emergency policies I'm aware of, Mr F's doesn't cover the cost of a power flush. This isn't an unusual term and I think UKI can rely on it.

UKI has provided photographs; it says were taken by its engineer, which show evidence of what looks like debris. From what I've seen, the engineer also said that the system needs to be power flushed. Mr F said he didn't think one of the photos matched the ones the engineer took while at his property. But I've not seen any other evidence that suggests that the photo isn't of Mr F's boiler. And in any event, as far as I can tell, the rest of the photos also show evidence of debris.

Mr F said his plumber, who has many years' of experience, said a power flush wasn't necessary. But, other than what Mr F has said, I haven't seen any evidence of this. In response to the investigator's view Mr F said he would try to obtain a report from the plumber when the plumber was back from holiday. But several months have now passed and none has been provided so I'm proceeding on the basis that there isn't such evidence.

So, as I've not seen any expert evidence to contradict UKI's engineer's evidence I think UKI acted reasonably in relying on it. It follows that I think it was fair and reasonable for UKI to say that Mr F's system needed to be power flushed. And as this isn't something that's covered by the policy, I don't think it needs to pay him back its cost.

UKI provided Mr F with a breakdown of what it paid as part of the first claim. This included an £80 call out fee which UKI says was to cover the cost of engineers attending Mr F's property to investigate and carry out the repairs. Mr F said he didn't know what the £80 fee was for and couldn't find it in UKI's paperwork. But as this is the agents fee this isn't something that would be specifically mentioned in the policy; though the policy does say that the claim limit would include the cost of any call out fee. For this reason and because I don't think the fee charged is unusually high, I think it was reasonable for UKI to include this in the overall claim limit.

Mr F said the request for a power flush caused unnecessary delays. As I've said above I think the power flush was, on balance, necessary so I don't think this caused unnecessary delays.

Mr F said he had to call UKI himself to ask about how his claim was progressing and to arrange follow up appointments on occasions. But I think UKI's £100 compensation was sufficient to cover any expenses and stress and inconvenience this may have caused.

UKI said it had mistakenly overcharged Mr F for exceeding his claim limit by about £142.06. But I've seen that this was paid back to Mr F without delay. UKI said its £100 compensation includes the £8.57 Mr F (correctly) had to pay for exceeding the limit. I think this is fair.

I've seen that in his correspondence to UKI Mr F asked for copies of calls he made to UKI and its agent. Mr F is free to request those from UKI under a subject access request.

**my final decision**

For the reasons above, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 20 December 2018.

Anastasia Serdari  
**ombudsman**