

## **complaint**

Mr L complains about how U K Insurance Limited (UKI) handled his home emergency claim. My references to UKI include its agents.

Mr L is the policyholder. His wife (Mrs L) represents him in this complaint.

## **background**

On 13 February Mr and Mrs L had a leak in their ceiling. Mrs L says the leak was fixed that day under the buildings insurance but the engineer wasn't a boiler engineer and couldn't reignite the boiler. When the engineer left at about 9pm the heating didn't work and they had no hot water, which particularly affected Mr L due to his medical condition.

On the same day Mr L made a claim under the home emergency cover with UKI. It didn't send an engineer immediately and when the engineer attended the next day he had no tools to carry out repairs. Mrs L says after that engineer came down from the loft he spoke to UKI who told him not to proceed 'due to third party liability'.

When Mrs L phoned UKI it said the engineer couldn't do the repair as the boiler system was full of silt and needed a power flush, which the policy didn't cover. Mrs L asked what she should do as Mr L was vulnerable. UKI offered alternative accommodation. Mrs L explained that wasn't suitable due to Mr L's requirements.

Mrs L said UKI's representative told her she would speak to a technical manager and promised to call back that day. When she called UKI to chase she was told the representative had gone for the day. She was also told the technical manager had confirmed the claim wouldn't proceed without a power flush being completed. Mrs L phoned a boiler provider who told her it couldn't attend to do a power flush until March. She said she had no alternative but to get a private local plumber on 14 February, at their own expense, and he quickly ignited the boiler and bled the radiators restoring heat and hot water.

Mr L complains that UKI should have fixed the boiler and that it failed to call back when it promised.

UKI accepted Mrs L had to call for updates and was promised call backs which didn't happen. It offered £25 compensation for distress and inconvenience. It said if Mr and Mrs L sent a report from the private plumber that a power flush wasn't required it would relook at the matter.

Our investigator thought that on the available evidence UKI had acted fairly about not fixing the boiler. But she recommended UKI pay £50 compensation in total for distress and inconvenience due to its poor service.

UKI said it had nothing to add. Mr and Mrs L asked how UKI had acted in line with the policy when two engineers were unable to switch the boiler on. Also they hadn't seen the engineer's notes stating a power flush was needed. They said the second engineer didn't stay long enough to write notes and had only inspected the water tank, not the boiler. They also said the second engineer was told to get the first engineer back as it was 'third party liability' and UKI are using the power flush policy term as a 'get out'.

## **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 partly uphold this complaint. I think UKI acted fairly and reasonably in not fixing the boiler without a power flush being done. But UKI needs to pay £50 compensation in total for the poor service it gave. I'll explain why.

### *the claim*

The policy says UKI won't cover the cost of 'any work, including power flushing, due to water scale deposits or sludge caused by corrosion'. So it's clear UKI doesn't cover the cost of a power flush.

I've seen the second engineer's notes. I don't know if he made them at Mr and Mrs L's home or after but I've no evidence to support that his opinion is wrong. The notes do say that as another engineer had been out UKI's agent told him to tell Mr L that he should call the other engineer out. But importantly, the notes go on to say:

'System blocked possible sludge in system as the water that came out of the (word unreadable) was black. That's why others left system as it was left. The header tank has a lot of sludge in the bottom of the tank'.

So the second engineer's notes do show that in his opinion a power flush was needed. A review by UKI's technical manager confirmed that the system needed a power flush.

Mrs L says the private plumber repaired the boiler within five minutes without the need for a power flush. But I've got no evidence to support that the boiler system didn't need a power flush. UKI told Mr and Mrs L that if they had a report from their plumber it would relook at the matter. I've not seen such a report but if Mr and Mrs L can get a report from their private plumber to support their complaint they should send it to UKI to reassess.

On the evidence I have UKI acted fairly and in line with the policy to decline to fix the boiler without a power flush being done, which the policy didn't cover.

Mr and Mrs L think the policy term is just an easy way for UKI to decline the claim and really it's about UKI thinking that the first engineer should have done the work. But from the information I have it looks like Mr L did make a claim on the building insurance to repair the leak which also looks to be with UKI. If so, both engineers would have been working on UKI's behalf and it still wouldn't have needed to do the repair without a power flush. Even if the first engineer wasn't been working on UKI's behalf when its engineer looked at the problem his opinion was a power flush was needed. So UKI still didn't do anything wrong in saying a power flush had to be done before it would repair.

### *UKI's service*

UKI accepts its communication should have been better. Mr and Mrs L were very concerned about having no heating or hot water especially given Mr L's illness which UKI knew about. UKI should have called back when it said it would. I understand the engineer was instructed late on 13 February but UKI's email instruction says Mr and Mrs L should have been contacted within 30 minutes. There was no contact until the next day. I do accept that even if

the engineer had phoned straight away, it may well be that an appointment wouldn't have been available much earlier.

It's also clear from UKI's notes how upsetting it was for Mr and Mrs L when UKI's representative didn't call back as promised and they were told the representative had gone for the day.

Our investigator has recommended a total of £50 compensation for distress and inconvenience. UKI hasn't objected and Mr and Mrs L have made no comment. I think £50 is a reasonable amount. I don't know if Mr L received and cashed the £25 cheque UKI offered, if so it should pay the remainder.

### **my final decision**

I partly uphold this complaint.

I require U K Insurance Limited to pay Mr L £50 compensation (including the £25 it had already offered) for distress and inconvenience due to its poor service.

U K Insurance Limited must pay the outstanding compensation within 28 days of us telling it that Mr L accepts my final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 6 September 2018.

Nicola Sisk  
**ombudsman**