

complaint

Mr R complains that U K Insurance Limited gave poor service under his home emergency insurance.

background

Mr R had home emergency insurance under which UKI was responsible for dealing with claims. He rang for help with his central heating boiler. Three times UKI sent an engineer. Mr R complained that UKI led him to believe it would fix his boiler but then said it wouldn't. UKI offered £50 compensation for not explaining the situation clearly.

Our investigator didn't recommend that the complaint should be upheld. She thought that the problem with the boiler was never covered under the policy but UKI should've been clearer from the outset about what Mr R's policy covered. That would've stopped his expectations being raised. But she thought £50 was a fair offer of compensation for this.

Mr R disagrees with the investigator's opinion. His son says, in summary, that the £50 offered isn't enough.

my findings

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

Where I refer to UKI, I include its claims handlers, engineers and others for whose actions I hold UKI responsible.

Mr R contacted UKI in mid- September 2017 and it sent an engineer the next day. He thought he'd fixed a problem with the boiler not working properly. But Mr R called UKI again the next day with the same problem. After another visit, a UKI engineer cleaned the boiler. But the problem happened again later that day. A couple of days later the engineer visited and said he would order spare parts to fix the problem.

But – when Mr R called UKI a couple of days later - it said that he wasn't covered. It said that – as he had heating and hot water – he didn't have an emergency. That message wasn't in line with what the last engineer had told him.

As he was still able to get heating and hot water by re-setting the boiler, I accept that Mr R didn't have an emergency to which UKI had to respond under the terms of its policy. I say that notwithstanding that re-setting the boiler was inconvenient for Mr R.

I don't think Mr R understood UKI's position until he rang again a few days later. And then the engineer told him he was ready to fix the spare parts.

So – by its actions and calls – I think UKI gave Mr R mixed messages over the second half of September. And I think it was right to offer him compensation when he complained.

I've thought about whether its offer of £50 was enough for the trouble and upset UKI caused Mr R by the shortcomings in the way it communicated with him. I keep in mind that it made its position clear within about ten days, and made a prompt apology and offer. So I'm

satisfied that £50 was fair and reasonable and in line with what I would've ordered if UKI hadn't made that offer.

Overall I'm satisfied that UKI made a fair offer. I expect UKI to pay the £50 if it hasn't paid it already. I don't think it would be fair and reasonable to order UKI to pay Mr R any more or to do anything further in response to his complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against U K Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 12 January 2018.

Christopher Gilbert
ombudsman