

complaint

Mr P complains that UK General Insurance Limited mis-sold home emergency cover to him.

background

Mr P took out a home emergency insurance policy online. The policy provided cover for the cost of repairs to his boiler.

When Mr P made a claim on his policy, he was unhappy with the time it took for the claim to be dealt with. He complained that he hadn't been given the service he expected, and this meant the policy had been mis-sold, as the service provided wasn't what he had been promised.

Our investigator said the information provided when Mr P bought the policy was clear, and the fact that Mr P had a bad experience when he made a claim didn't mean the policy had been mis-sold.

Mr P disagrees and has requested an ombudsman's decision.

my findings

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

When taking out an insurance policy, customers should be given information that's clear, fair and not misleading. I've considered the information provided to Mr P, including the policy document and screenshots of the information he would have seen when he went through the online process to buy the policy.

Having done this, I think the information was clear. It explained that the policy provides cover for boiler breakdowns; the policyholder can make unlimited call outs whenever their boiler breaks down; and repairs will be done to the boiler up to a limit of £500 per call out.

Mr P was aware of the main aspects of the cover and how it worked - if his boiler stopped working, he could make a call and someone would attend to repair his boiler, with the cost of this covered up to the limit of £500.

I appreciate that when Mr P made a call he wasn't happy with the time taken to deal with it. But the fact there was a problem with a particular claim doesn't mean the policy itself was mis-sold.

Mr P says the information provided to him said the policy would provide an emergency response and would give him 'peace of mind' that his boiler would be repaired if it broke down. He says it didn't say that cover was limited to the cost of an engineer's call out, and if he'd known this he wouldn't have taken out the policy. But as I've explained, the policy information does say that cover is limited in this way – it says:

“Provided we can source the parts, for every call out we'll meet the cost of any necessary repairs up to a limit of £500.”

It also explains that the engineer will do their best to fix the boiler on the first visit, but this isn't always possible. And if the boiler can't be repaired the premium will be returned. So there's no guarantee that a boiler will always be repaired on the first visit (or at all).

Taking all this into account, I think the information set out how the policy worked. And so I don't think it was mis-sold.

my final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 13 January 2018.

Peter Whiteley
ombudsman