



complaint

Mr and Mrs O are unhappy with UK Insurance Limited's (UKI) handling of their claim for a boiler fault during the months of October to December 2010.

background

This complaint arises from the trouble Mr and Mrs O have had with their boiler and the fact that UKI has not handled their claim for this in a manner that is satisfactory to them.

Mr and Mrs O have previously brought a complaint to this service regarding similar issues experienced between January and March 2010.

UKI has accepted that the service it provided to Mr and Mrs O was not satisfactory. It offered Mr and Mrs O a total of £500 in compensation for the distress and inconvenience caused.

Our adjudicator investigated the complaint and upheld it. She believed that the £500 offered by UKI was sufficient for the delay and poor service. However, she also felt that UKI should reimburse Mr and Mrs O for the costs they had incurred in having showers at their local leisure centre. The adjudicator also felt that, upon substantiation being received, UKI should reimburse Mr and Mrs O for additional electricity and gas costs that they had had to pay as a result of its delay in fixing their boiler. Finally, our adjudicator recommended that UKI should consider, upon appropriate proof being provided by Mr and Mrs O, whether the faults now present in the boiler have arisen from its poor workmanship.

UKI agreed to the adjudicator's recommendations. Mr and Mrs O, however, were uncertain as to whether the recommendations made met their stated requests for redress. They asked that an ombudsman review the complaint.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

First, I appreciate that Mr and Mrs O have during the course of this complaint brought up issues regarding the previous claim and complaint that was dealt with by this service. However, I have only considered this current complaint whilst reviewing this file, and am unable to address any issues with the previous complaint.

It seems to me that Mr and Mrs O's claims in late 2010 were not dealt with appropriately from the outset. There were delays and unproductive attendances by UKI's engineer and I wholly understand Mr and Mrs O's dissatisfaction regarding their living conditions during October – December 2010, when the boiler was not working.

From the details provided to us by Mr and Mrs O, it seems that they were left with no boiler for approximately six weeks during the months of October to December 2010. I consider that six weeks without sufficient heating and hot water in the winter months, which could have arguably rendered the property uninhabitable due to the lack of basic facilities, would have caused Mr and Mrs O distress and inconvenience. Furthermore, given the severity of the weather at that time, I do not believe that the provision of a mere two electric heaters would have done much to relieve their suffering. I am, as they must be, thankful that no pipes burst in the home due to freezing.

In my judgment, having considered all the evidence, £750 would be a more appropriate award of compensation. Therefore, I am satisfied that it would be fair and reasonable to order UKI to pay this amount to Mr and Mrs O for the distress and inconvenience its poor handling of their claims caused them.

I find that it is appropriate for UKI to reimburse Mr and Mrs O for the costs they incurred when having to shower in their local leisure centre. As it is accepted that there would be a charge for this and Mr and Mrs O would have used the facilities most days but have no proof of how often, I have decided what I believe would be a fair and reasonable amount of redress in this instance. I am satisfied that £350 is fair and reasonable settlement for this element of Mr and Mrs O's complaint. I am satisfied that it is appropriate to award interest here and I feel it would be fair for it to be applied from 15 November 2010.

I am also satisfied that UKI should reimburse Mr and Mrs O for any increased electricity and gas usage costs (that were due to the boiler not working). However, it should be possible for Mr and Mrs O to evidence such increases and so I find they will need to do this for UKI to make any payment to them for this.

Finally, I have seen nothing to suggest that the work previously carried out on the boiler by UKI was faulty in any way. If Mr and Mrs O are able to obtain a professional report to the contrary, they would need to provide this to UKI for consideration in the first instance.

my final decision

It is my final decision that I uphold this complaint. I require UKI to;

- pay Mr and Mrs O a total of £750 compensation (I believe it has already paid £175 and so, that being the case, it now only need pay the difference remaining);
- reimburse Mr and Mrs O for the costs they incurred in paying for showers by paying them £350, plus interest* to be applied from 15 November 2010 until settlement;
- reimburse Mr and Mrs O for additional electricity and gas usage costs, provided that Mr and Mrs O are able to substantiate these. Interest* must be added to any amount paid and applied from the date of the additional payment until settlement.
- consider any report Mr and Mrs O provide regarding the state of their boiler and deal with such appropriately.

*Interest is at 8% simple per annum (less tax if properly deductible).

I make no other award.

Fiona Robinson
ombudsman