

complaint

Mr D complains about the service he received from U K Insurance Limited (UKI) when he made a home emergency claim.

background

On 3 March 2016 Mr D had a problem with his boiler and called UKI. It uses a large company to handle home emergency claims, which I'll call M. M didn't visit Mr D until 5 March and it wasn't able to fix the problem with the boiler. Mr D was very unhappy with M's level of service and the attitude of its staff. He was also concerned it was trying to diagnose the problem by a process of elimination.

Mr D didn't have any heating or hot water. So UKI agreed that he and his family could go to a hotel. M wasn't able to fix the boiler. Mr D was concerned that the cost of replacement parts would exceed the limit under the policy. And it was very inconvenient for him and his family to be away from their home. He suggested UKI replace the boiler with a new one, and UKI agreed.

Due to the problems he'd experienced, Mr D said he wouldn't agree to M coming back to his home. UKI agreed to arrange for another business 'S' to supply and fit a new boiler. It agreed to pay for his and his family's food and accommodation expenses until it was installed. The work started on 14 March. Unfortunately the installation didn't go smoothly either. Mr D complained to UKI about S's surveyor, supervisor and engineer. In particular, he questioned their expertise in fitting the new boiler, said they damaged his home and left it unclean. UKI agreed to pay for Mr D to have his home cleaned, and the family were able to return home.

After the installation was complete there were further problems with the boiler, including an error code that indicated a drop in pressure, the condense pipe being on the wrong side, an issue with the timer and the earth bond wire. (The timer was later replaced under the manufacturer's guarantee).

Mr D had made it clear to UKI from the start that he was very unhappy with its service. UKI accepted the shortcomings in its service. It paid for Mr D's receipted accommodation, food expenses and cleaning bill (around £1,190), for a new boiler and it also sent him £350, in total, as compensation for the distress and inconvenience he'd suffered.

UKI spoke with S about the problems with the new boiler. It said its engineer had tested the boiler which was working when he left it. S had left a manual for Mr D to reprogramme the boiler if necessary. S said its engineer had alerted Mr D to the problem with the earth bond cable, and the possibility of additional charges as the work required was outside his claim. But UKI said if Mr D obtained estimates for the work to repair the damage he said S had caused UKI would review the estimates with a view to settlement. It would pay the money directly to Mr D, so he'd have a direct relationship with the contractor he instructed. It wasn't willing to pay Mr D for his time in obtaining these estimates.

Mr D didn't think UKI's response to his complaint was satisfactory and came to us. Our investigator ultimately thought that UKI had done enough to resolve the complaint. Mr D didn't agree and asked for a hearing. I wrote to Mr D. I said that he'd set out his complaint clearly, and I'd also received call recordings of his conversations with UKI about his concerns. So I didn't need to hold a hearing to fairly decide his complaint. I offered Mr D the

opportunity to listen to the phone calls so he could point out any particular issues he wanted me to consider. He's not done that.

my findings

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

In reviewing Mr D's complaint I've listened to the phone call recordings of his conversations with UKI. These are mainly with its Mr C, who was his main point of contact. But I've also listened to some other specific calls that Mr D has drawn our attention to.

The call recordings are very lengthy and provide a detailed contemporaneous account of Mr D's very many concerns about the service he received from UKI. I can see it was a very stressful time for both Mr D and his family. I don't underestimate his strength of feeling about the service he received. But I think UKI has done enough to resolve his complaint so I don't require it to do any more. I'll explain why.

I've carefully thought about all Mr D's concerns and in this decision I will focus on what I consider to be the main issues.

UKI's policy said it would call out to the policy holder within 24 hours of them first reporting a home emergency. UKI didn't keep to this timescale, and I appreciate Mr D has questioned in detail its business relationship with M – including how it prioritises UKI's customers. It did let Mr D down, but arranged for M to call out to him shortly outside this timescale. It agreed to pay for a hotel. UKI was entitled to delegate the work to an authorised repairer, so I don't think it was wrong to use M.

Under the policy, there's limited cover for emergency call outs, labour and parts. M tried to locate the issue by replacing parts it thought were causing the issue with the boiler. I don't think there is anything wrong or unusual in this, of itself, although I do acknowledge Mr D said he thought a large hole in a black pipe was the likely cause of the problem. Either way UKI doesn't dispute that it should have realised much sooner that Mr D's boiler was beyond economic repair.

So I've thought about the way UKI responded to the problems Mr D was reporting to it. First of all it agreed to him and his family staying in a hotel. They didn't have any hot water or heating, and they'd also been told not to use their gas cooker or gas fire. The policy provides for only very limited alternative accommodation costs. But I think UKI responded positively and properly by agreeing to pay for the receipted hotel and food costs. I don't think it's reasonable for UKI to pay him £250 for each night he was away from his home, as he's proposed, and I've not seen anything to suggest UKI agreed to this.

Also, UKI responded positively and promptly when Mr D proposed that it just replace the boiler with a new one. This wasn't something that it was required to do under the policy terms. But I think UKI recognised its service had fallen below the standards it should provide. It was also sensitive to Mr D's strong view that the attitude of M's staff towards him meant that he wouldn't have any further contact with any of M's employees. It arranged for him to have the same point of contact, Mr C, while the work was being done, so that Mr D didn't have to explain the background to new people each time he called.

UKI arranged for a new company, 'S', to fit the boiler. Mr D explained during the fitting of the boiler his concerns about the adequacy of the surveyor's site visit, the number of staff on the job, the way the boiler had been fitted, and the damage caused to the wall, cupboard and floor during the fitting process. There were also concerns about how the condense pipe would connect with a garden soakaway being proposed at one stage. Also, Mr D said S's staff spoke in an inappropriate way to him over the removal of packaging and didn't cover their feet. Also, he was asked to sign a blank screen on a tablet computer.

I've considered Mr D's concerns about the fitting of the new boiler and it's clear things could have gone more smoothly. For this reason UKI agreed to Mr D staying in the hotel until after the boiler was fully installed and his property was cleaned. Unfortunately there were further issues with the cleaning staff but that wasn't UKI's responsibility. It then paid his receipted hotel and food costs, together with the cleaning bill. I think this was a reasonable response to Mr D's concerns. Mr D asked UKI also to pay for a defective toaster and juicer. UKI hasn't paid for these items in the absence of evidence the damage was caused by its contractors. I don't require it to pay for these items.

Unfortunately matters weren't resolved as there were issues the new boiler. S said it tried to arrange a further visit, in particular to deal with the earth bond wire, but it wasn't able to make contact with Mr D. S has also responded to say that the boiler was working when installed.

I think it was made clear to Mr D that there would be some damage to his existing tiles in order to fit the boiler. But UKI said that if Mr D obtained estimates of the work he says is necessary related to his claim, it will consider paying for the work to rectify it. I think this is a reasonable response. I understand Mr D wants to be paid for his time obtaining these estimates. I don't think it's fair to require UKI to pay any further compensation. It's already paid for the new boiler, hotel expenses and £350 compensation. It's apologised for the problems Mr D experienced with his claim. I think the overall response and compensation is fair and reasonable in the overall circumstances of this complaint.

my final decision

I think U K Insurance Limited has made a reasonable settlement to this complaint, by paying for a new boiler, covering Mr D's agreed expenses, sending him £350 in compensation and offering to review estimates for any work that's outstanding and needs rectifying. So I don't require it to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 12 June 2017.

Amanda Maycock
ombudsman