

complaint

Miss H complains about poor handling of a claim she made under her home emergency policy underwritten by U K Insurance Limited (“UKI”) when her central heating boiler broke down.

background

Miss H had a home emergency policy through her bank account which was underwritten by UKI. On the afternoon of 28 December 2016 Miss H’s boiler, which was located in her attic, started leaking. Miss H shut off the water, and the heating and hot water but was unable to stop the leak, with water running down the walls. She phoned UKI’s agent (whom I’ll call “A”) to ask for help under her policy.

Briefly:

- the first repairer A appointed wouldn’t attend because he said it was a specialist boiler, although it doesn’t seem that this was the case;
- the second repairer A appointed attended on the evening of 29 December 2016. He said the problem was a faulty valve, which would have to be authorised by A, ordered, and then fitted;
- the new valve wasn’t authorised and ordered in time to be fitted before the New Year holiday;
- the repairer offered to fit the valve on 4 January 2017, but Miss H had a hospital appointment that day;
- the valve was finally fitted on 6 January 2017.

Throughout Miss H says she had to chase A constantly to try to progress matters. She told A that she was without heating and hot water and had a six year old child in the house. They had to drive between friends and family to take showers and keep warm and had to cancel a New Years Eve party. She complained about the poor claims handling.

A agreed that its service had been below standard, for which it apologised. In part it said this was due to a lack of engineer availability during the holiday period. It offered Miss H compensation of £75, made up of £50 for poor communication and £25 for the delay in initially attending the home emergency. Miss H didn’t accept this offer. She complained to us that:

- A had initially refused to accept and deal with her complaint;
- the compensation offered didn’t fully reflect the time she had to spend chasing A to deal with the boiler breakdown, and the inconvenience she and her family suffered over the holiday period; and
- she should be compensated for water damage to a ceiling that wouldn’t have happened if the initial attendance hadn’t been delayed.

our adjudicator’s view

Our adjudicator didn’t recommend that this complaint should be upheld. She said that she couldn’t hold UKI responsible for the initial boiler breakdown. She could only look at its response.

After the breakdown on the afternoon of 28 December 2016, an engineer had attended on 29 December 2016. On Friday 30 December 2016, A had offered Miss H:

- alternative accommodation or financial compensation if she wished to stay with friends and family;
- heaters; or,
- the option to instruct her own tradespeople if this would be quicker.

However Miss H hadn't taken up any of these offers. Miss H said she had bought a heater, but hadn't been able to find a receipt for this. The adjudicator said she would ask UKI to reimburse her if she was able to show she had paid out money for this. But otherwise she thought the compensation UKI had offered was reasonable in the circumstances and wasn't asking it to do anything more.

Miss H responded, in summary, by reiterating the efforts she had to make to continually press A to action her claim. A did offer to pay for overnight accommodation or cash towards accommodation with family members. But at that point she felt positive that the situation was about to be resolved. A was aware that she was about to go into hospital, and that she had a six year old child in the house, so she felt A could have been more supportive.

Miss H said she had checked with a local wholesaler who confirmed that the valve required was available. She therefore thought it could have been obtained and fitted before the holiday period. She said that initially UKI had made it difficult for her to lodge a complaint.

She wanted UKI to:

- repair her ceiling;
- pay her an allowance for the days she was without a boiler and was required to visit friends/family with a small child;
- reimburse her for all the phone calls she had to make; and
- compensate her for the upset she had suffered.

my provisional findings

I issued my provisional view to Miss H and to UKI on 7 March 2018. In it I said Miss H had asked that I listen to a number of the phone calls she made to A so that I could see the difficulties she encountered getting action from A. I asked UKI to produce recordings of these. Unfortunately it said that for technical reasons A was unable now to retrieve these.

It did produce a recording of a call Miss H made to A on 30 December 2016. In it she says that following the visit of the engineer the previous evening it seems he hasn't yet ordered the valve required to repair the boiler, which he said he would do first thing that morning. She says she is phoning every two hours to try to get someone to help her.

A's representative says it won't be possible now to order the part until after the holiday – on 3 January 2017. In the meantime she offers to pay for heaters, or alternative accommodation, or a contribution if Miss H wants to stay with family or friends. She says Miss H can use her own engineer if she wishes, but she doubts this will be any quicker with the holiday period approaching. Miss H doesn't take up any of these offers.

I said that, as the adjudicator had said, UKI wasn't responsible for the breakdown of the boiler. What I needed to consider was how UKI and its agent A dealt with the breakdown when Miss H contacted it.

Even if an engineer had attended sooner, I thought there would always have been some upset and inconvenience before the broken valve could be replaced, particularly as the breakage occurred between Christmas and New Year when it was likely fewer engineers would be available. As water was escaping from the boiler in Miss H's attic, I thought it was likely that there would always have been damage to her ceiling. So I didn't think it was reasonable to say UKI should repair this damage.

With the New Year holiday approaching, time was critical if the boiler was to be repaired before then. I thought UKI was at fault in selecting the first engineer who then wouldn't attend. So there was already some delay before the second engineer attended.

He quickly identified the fault, which didn't seem to have been very complicated to repair. And from what Miss H had said the part required was readily available. In view of the previous delay, and Miss H's circumstances, I thought UKI and the second engineer should have done more to ensure that the part was obtained and fitted on 30 December 2016, which the second engineer apparently told Miss H was possible if the part was authorised and ordered in time. But this hadn't happened.

From the phone call on 30 December which I had listened to I thought UKI was supportive once it became clear that the valve couldn't be replaced before the holiday. It offered to assist Miss H in various ways, but she hadn't taken up any of its offers. And there wasn't any unreasonable delay in fitting the valve once it was obtained after the holiday.

All in all, I thought UKI's communication with Miss H was poor; she had to spend far too much time phoning and chasing UKI to find out what was happening and to push A into action. And I thought A's delay in getting an engineer to attend, and then in authorising the fitting of the replacement valve, meant that the repair had taken longer to complete than it should have, and had increased the upset and discomfort Miss H and her family suffered.

Taking everything into account, I said that, subject to any further comments and evidence I received from either Miss H or from UKI by 21 March 2018, I intended to uphold this complaint in part. I intended to order U K Insurance Limited to pay Miss H compensation of £200, inclusive of the £75 it has already offered her.

UKI said it would accept my provisional decision. Miss H responded to say, in summary, that:

- when the boiler broke down on 27 December 2016 it took 48 hours for an engineer to visit her house. And it took numerous phone calls and chasing to achieve this. She wasn't offered alternative accommodation or financial assistance at this stage;
- only one engineer actually attended her house;
- she had bought two heaters at a total cost of £100 but couldn't find receipts for these;
- she didn't refuse the suggested appointment on 4 January 2017, but failed to confirm it because A left a message on her office answer phone after being told to contact her via her mobile phone;
- she was upset that all the phone calls weren't available as she felt they would have given a fuller picture of what happened; and

- she hadn't taken up the offer of accommodation or financial help from UKI because she thought they would make do with family help if the part was replaced on the first working day after the holiday. However this didn't happen. She thought UKI should now pay the £30 a night previously offered as well as the proposed compensation.

my findings

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

Having considered carefully Miss H's further comments, I remain of the view that the compensation I proposed of £200 inclusive of the £75 already offered is fair and reasonable in all the circumstances.

my final decision

My decision is that I uphold this complaint in part, and order U K Insurance Limited to pay Miss H compensation of £200, inclusive of the £75 it has already offered her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 23 April 2018.

Lennox Towers
ombudsman