

complaint

Mrs R has complained about U K Insurance Limited. She isn't happy about the way it dealt with a claim under her home emergency policy.

background

I considered this complaint and outlined the background to the case and my thoughts in my provisional decision as follows;

Mrs R's family made a claim under their home emergency policy as her boiler had broken down. UKI sent a few engineers out over a few weeks period. It managed to get her boiler working on the first and second occasions. But the later attendances concluded that the boiler had in fact been fitted incorrectly and that a new flue was required which wasn't covered under the policy.

All this left Mrs R without the use of her central heating for a short period. So she went onto get a new boiler fitted and complained to UKI about how it handled her claim. And the fact that she was left without heating because it failed to diagnose what was wrong with her boiler; and that it didn't come out and finalise the repairs. Mrs R felt that it should pay for her new boiler in addition to some of the costs she incurred.

UKI accepted that it didn't turn out on the first occasion within a reasonable period of time and offered £75 compensation. It also offered to pay Mrs R a £250 beyond economic repair contribution towards the new boiler and to refund a £50.30 additional cost Mrs R was due to pay as a gesture of good will. But as Mrs R remained unhappy she complained to this service.

Our adjudicator looked into things for her and partly upheld her complaint. He didn't think that UKI's engineers had done anything wrong. This was because there wasn't any evidence that they had contributed to the problems with Mrs R's boiler. But he did ask it to refund an additional £242.75 that Mrs R was asked to pay to get her boiler working on the second attendance. This was because he didn't think it was fair that she had to pay a cost when the boiler broke down again so soon after and had to be replaced.

UKI initially accepted this and offered to pay the £242.75 but it withdrew this offer when Mrs R requested a final decision. It said that it only agreed with the adjudicator to try and conclude things. As the matter couldn't be mediated it has been passed to me for review.

my provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so I currently think that the complaint should be partly upheld and the compensation level increased. I'll explain why.

I can understand Mrs R's frustrations here. I say this as the problems with her boiler weren't easily or quickly diagnosed. And this was compounded by the fact that UKI's engineer didn't identify other problems with the boiler flue and installation during the first two visits.

UKI has explained that it wasn't necessary for their engineers to have identified these issues when they first attended as they were working on different parts of the boiler. However, I think it should've picked up on these issues and its failure to diagnose the additional problems left Mrs R without heating for a longer period that she should've been. I agree with

Mrs R that had she have been advised clearly at an earlier stage that she would've made her decision to replace the boiler quicker. And not been left without heating in the middle of winter which must've been stressful given her families health issues.

I know UKI now wants to withdraw its offer to refund Mrs R's £242.75, but as the repair of the PCB board only lasted a day or so I think it is only fair that this should be refunded. And as I've already said it probably should've identified the wider problems with the boiler at an earlier stage in any event, which would've meant the part didn't need fitting at all.

Mrs R also feels that UKI should pay for a replacement boiler as its engineers caused damage to the boiler. But there isn't any evidence to support her position. So I think UKI's offer to make a £250 BER payment seems fair in the circumstances. And UKI has also agreed to waive an additional payment of £50.30 that was due as the cost for one of the repairs was over the £500 policy limit which also seems fair.

Finally, UKI have acknowledged that it should've attended Mrs R's property far quicker than it did when her boiler first broke down. It managed to get her boiler working on that occasion and offered to pay her £75 for the delay, which seems fair in the circumstances. But this doesn't cover the additional stress and inconvenience caused by the delay in diagnosing additional problems with her boiler.

So overall I think that the complaint should be partly upheld. While I accept that there isn't sufficient evidence to say that UKI's engineers caused damage to her boiler and that its offer of a BER payment of £250 seems fair, I don't think its offer of £75 compensation is enough. I say this, as outlined above, I think that it should've identified the problems with the boiler earlier which left Mrs R without heating for longer than she should've been. So I think that £250 is a fairer reflection of the level of stress and inconvenience caused.

replies

UKI accepted the position outlined and made no further comment and Mrs R didn't respond.

my findings

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

As UKI have accepted my provisional decision and Mrs R hasn't made any representations I don't propose to go over the evidence again or change my position.

my final decision

It follows, for the reasons given above, that I partly uphold this complaint. I require U K Insurance Limited to refund the £242.75 plus 8% simple interest from the date of payment to the date of settlement. And to pay her £250 (total) compensation in addition to the refund of £50.30 and the BER payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 12 December 2019.

Colin Keegan
ombudsman