

complaint

Mr H is complaining about the way UK Insurance Limited dealt with arranging a repair to his boiler.

background

In November 2017 Mr H's boiler broke down and he made a claim under the home emergency section of his home insurance policy with UK Insurance Limited.

Mr H had suffered a bereavement and during the time the boiler broke down, he was travelling between his property and his father's house, which was some distance away. Mr H also suffers from asthma.

Mr H is unhappy with the time it took UK Insurance to arrange the repair to his boiler. UK Insurance looked into his complaint and sent him £75 in compensation. It said this was because it didn't tell him upfront about the timescales for an engineer coming out to look at his boiler.

Our investigator thought what UK Insurance had done to resolve Mr H's complaint was fair.

Mr H didn't agree with our investigator. He said (in summary):

- UK Insurance didn't take his asthma seriously and said it wasn't an emergency;
- UK Insurance didn't work around his situation and timescales in arranging appointments;
- He wasn't offered a hotel or electric heaters until late in the process of trying to get the repair done;
- UK Insurance didn't take into account his need to travel to see his father, who is ill;
- The overspend UK Insurance claimed it made hasn't been verified; and
- Mr H feels he has been discriminated against.

Because he didn't agree with our investigator, Mr H's complaint has been passed to me for a final 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.

Having done so, I'm not going to uphold Mr H's complaint. Let me explain why.

The terms of Mr H's policy say that in the event of an emergency '*we will send an authorised repairer to your home straight away, or arrange a time for them to come.*' And the service agreement between UK Insurance and the service company says that an engineer should attend within 24 hours of the emergency callout.

Mr H made the first call about his boiler on the evening of 1 November. He wanted someone to attend that night. UK Insurance got back in touch with him within a few hours and offered him an appointment at 7pm the next day, after rearranging some other appointments – because Mr H

planned to be away from home all day until the evening. But Mr H couldn't get back in time to make this appointment because of the traffic, so the engineer left after waiting for around 40 minutes. I appreciate that this wasn't Mr H's fault but I don't think UK Insurance could reasonably have done anything more to try to attend Mr H's property for the emergency call out. I understand Mr H thinks that that an engineer should've been available to attend at the time he said he was available. But I don't think it's reasonable to say an engineer *should* have been available immediately, especially given that the first call was made in the evening.

Because Mr H couldn't be at the property for the first appointment he called the next day to arrange another appointment. The repair team came out on the following day and identified that a part needed to be ordered from the boiler company. But this was a Saturday, and they were unable to order the part until Monday morning. Again, I don't think UK Insurance could have acted any more quickly than it did.

UK Insurance contacted Mr H on Monday 6 November to arrange for an engineer to visit on the morning of Wednesday 8 November. I don't think this is an unreasonable time between appointments given that a part was required. It turned out that the engineer had the wrong part, so he wasn't able to complete the repair there and then. I think it's worth mentioning here that UK Insurance's notes suggest that the correct part was ordered, but the boiler company sent a different part to the one that had been ordered. So whilst I appreciate that the inconvenience to Mr H would've been the same no matter who was at fault, I don't think I can reasonably say that this delay was because UK Insurance made a mistake.

I can see that the correct part was available on the morning of Friday 10 November, and UK Insurance attempted to arrange an appointment with Mr H for that day. By that time, Mr H had returned to his father's house and couldn't return to his own property until the following Wednesday. So while there was a delay here I don't think this was UK Insurance's fault. Mr H has mentioned that the engineer was late that day, but I can see from the notes about the appointment that he reported he'd got stuck in traffic despite leaving early, so I think this was outside his control.

The heating was fixed on Wednesday 15 November but Mr H had further problems with the hot water running slowly. An engineer attended again on 16 November and said that the boiler needed a powerflush, which wasn't covered by the policy. He also noted that Mr H told him the boiler had been lying idle for three months which he thought could have contributed to the problems.

Having taken everything into account, I can't see how UK Insurance could reasonably have done more than it did. As far as I can see the only avoidable delay was due to the incorrect part arriving from the boiler company, and the correct part was ready to fit within two days of that being identified.

Mr H says he spent time in a very cold house and as he has asthma, this is unacceptable. Mr H told UK Insurance about his asthma in the first call and mentioned it again in later calls, and while I appreciate that he doesn't think UK Insurance took this seriously, I disagree – I think it did. It's clearly stated that Mr H has asthma in the notes and the call out was treated as an emergency, with the engineer initially attending within 24 hours. But UK Insurance still had to work within the availability of both Mr H and the engineers – and the parts - in arranging the appointments. I haven't seen anything that suggests to me that Mr H has been discriminated against by UK Insurance.

Mr H says UK Insurance should have offered alternative accommodation or electric heaters sooner. I see his point about how these options could have been offered as soon as he told them he had asthma. But at that time the focus was on getting an engineer to look at the boiler as soon

as possible rather than preparing for a potential delay in it being fixed. And when Mr H called on 3 November the emergency engineer was booked again for the next morning, so at this point it wasn't clear that the boiler couldn't be fixed immediately.

When Mr H was offered alternative accommodation or to be reimbursed for electric heaters during one of his calls on Monday 6 November, he turned down the offer, saying he was in a warm room with a heater and he didn't want the inconvenience. So I'm not sure Mr H would have accepted either of these options even if they'd been offered earlier.

I do understand Mr H has spent some time at the house without a working boiler and this has been difficult for him because of his asthma. And I can see that this happened at what was a very challenging time for him when he had limited availability to be at the property. Ideally the boiler would have been repaired much sooner than it was, but I'm satisfied that UK Insurance tried to repair Mr H's boiler as quickly as it could, taking into account the times that Mr H could be at the property.

UK Insurance says it's waived some costs as a gesture of goodwill. I've asked UK Insurance for a breakdown of the costs for Mr H's claim and it's sent details as follows:

- Fixed fee and abort fee (for engineer's visit) - £80 and £25
- Parts (in total) - £395.49
- VAT - £100.09

The claim limit is £500, so I can see that UK Insurance has waived just over £100. And it's also paid Mr H £75 because it didn't think it gave him enough information about what to expect from the timing of the engineer's appointments at the outset. I think this is fair compensation in all the circumstances. So I'm not going to ask UK Insurance to pay any more to Mr H.

my final decision

My final decision is that I'm not upholding Mr H's complaint, for the reasons I've explained.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 4 June 2018.

Helen Sutcliffe
ombudsman