

complaint

Mr and Mrs G have complained about U K Insurance Limited. It repaired their boiler at a cost of £1300 under their policy but refused to re-attend, following a further problem with the boiler as it was over 10 years old.

background

Mr and Mrs G logged a claim in December 2012 through UK Insurance. They went on to pay about £1300 to have their boiler repaired.

Unfortunately the boiler experienced an intermittent fault a short while later. When Mr and Mrs G asked UK Insurance to re-attend it refused. It said that as the boiler was now over 10 years old it was not covered under the terms and conditions of the policy.

Mr and Mrs G complained to UK Insurance and then this service. They were unhappy as the boiler was already 10 years old when UK insurance first attended. Mr and Mrs G say that had they been told that the boiler wouldn't be covered under the policy they would have put the £1,300 towards the cost a new boiler.

Our adjudicator upheld the complaint. He asked UK insurance to carry out the repair and pay compensation for the stress and inconvenience caused.

As UK Insurance has failed to provide any evidence, including a business file, in support of its position the matter has been passed to me for a final decision.

my findings

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

As UK Insurance hasn't submitted any documentation to support its position I can't conclude that it acted reasonably.

I accept that it is very likely that Mr and Mrs G would have chosen to purchase a new boiler, rather than repair their old one, had they been made aware that it wouldn't be covered under the policy. At best it was very poor customer service not to advise Mr and Mrs G of their options at that time.

UK Insurance has made the problem worse, by failing to provide its business file. This is despite this service chasing UK Insurance since January 2015.

Without any evidence to the contrary I accept Mr and Mrs G's position.

UK Insurance should repair the boiler or refund the cost of the initial repair. As this would put Mr and Mrs G back into the position they ought to have been. I also award £100 compensation for the stress and worry they have suffered.

my final decision

It follows, for the reasons given above, that I uphold this complaint. I require UK Insurance to either repair Mr and Mrs G's boiler or to pay for the original repair adding simple interest at 8% per annum simple for the date of payment to the date of settlement.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs G to accept or reject my decision before 9 July 2015.

Colin Keegan
ombudsman