

The complaint

Mr F and Mrs F are unhappy with the service provided by UIA (Insurance) Limited when dealing with a claim under their home emergency insurance policy.

Mr F and Mrs F are both parties to this complaint. Mr F has primarily dealt with this service. For ease of reference I have referred to Mr F throughout this final decision.

What happened

Mr F took out a home emergency insurance policy underwritten by UIA. The policy booklet included the following definition:

Home Emergency

A sudden unexpected event which clearly requires immediate remedial action in order to:

- *prevent damage or avoid further damage to the home, and/or*
- *render the home safe or secure, and/or*
- *restore the main services to the home, and/or*
- *alleviate any health risk to you*

In December 2022 Mr F contacted UIA as he ‘*was not able to turn [his] heating off with the thermostat control in the hallway.*’ Mr F was told he wouldn’t be covered by the policy as the heating could still be turned off manually, and the policy terms for home emergency hadn’t been met.

Mr F complained to UIA about their decision not to provide cover. UIA’s position remained the same. Unhappy with UIA’s response, Mr F referred his complaint to the Financial Ombudsman service for investigation. The investigator found that the home emergency terms had been applied reasonably. Mr F didn’t accept the investigator’s findings. As the complaint couldn’t be resolved it has been passed to me for decision.

What I’ve decided – and why

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

Having reviewed the evidence I agree with the investigator’s outcome on this complaint for the same reasons. I’ve focused my comments on what I think is relevant. If I haven’t commented on any specific point it’s because I don’t believe it has affected what I think is the right outcome.

When we investigate a complaint about an insurer’s decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. So I’ve considered the evidence to determine whether UIA have acted fairly and reasonably in reaching their decision on Mr F’s claim.

Mr F's policy was intended to provide emergency cover. So a claim under this policy would result in repairs to prevent an emergency situation from escalating. The main point of dispute in this complaint is whether the failure of Mr F's thermostat is an event covered by the policy.

Although it's accepted that the thermostat wasn't working, Mr F was still able to control the heating in his home manually. So I can't agree that there was a home emergency in line with the policy terms '*which clearly require[d] immediate remedial action*'. Mr F feels strongly that the thermostat is a vital component in ensuring '*that [a] boiler is in use only when needed and [to] minimise on wastage.*' I've carefully considered Mr F's comments. Having done so, I'm satisfied UIA's application of the policy terms has in line with what we'd expect in the circumstances. And so I won't be asking UIA to do anything in settlement of Mr F's claim.

My final decision

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mrs F to accept or reject my decision before 18 December 2023.

Neeta Karelia
Ombudsman