

The complaint

Mr H complains about the way U K Insurance Limited trading as Churchill Insurance dealt with his home emergency claim.

Any reference to UKI includes the actions of its agent.

What happened

The circumstances of this complaint are well known to both parties, so I've summarised events.

- Mr H has home emergency cover in connection with his home insurance policy. UKI is the underwriter of the policy.
- In February 2023, Mr H's boiler broke down and so, he contacted UKI to make a home emergency claim.
- Two days later, UKI's engineer attended and said the circuit board was faulty. They later said the part couldn't be replaced and requested a write-off report from the manufacturer of the boiler.
- Mr H arranged for an engineer from the manufacturer to look at his boiler. That engineer said the boiler was in working order and that the breakdown had been caused by a faulty zone valve not opening, so there was no need to condemn the boiler and replace it.
- Unhappy with the service he'd received from UKI's engineer, Mr H arranged for his own plumber to repair the boiler in mid-March 2023. Mr H says his heating system was working again within an hour.
- Mr H complained to UKI about the service he'd received from its engineer. UKI accepted its engineer had misdiagnosed the cause of Mr H's boiler breaking down and said its service had fallen short. In total, it paid £345 compensation.
- Mr H didn't consider the compensation to fairly reflect the difficulties he'd experienced and so brought a complaint to this Service.
- An Investigator considered it but didn't uphold the complaint saying he thought the compensation was fair in the circumstances.
- Because Mr H disagreed with the Investigator's outcome, the complaint has been passed to me for an Ombudsman's decision.
- I looked at it and told UKI that I intended to direct it to cover the costs Mr H had incurred in having his own plumber complete the repair (subject to proof of costs).
- UKI accepted this, saying its engineer would be in touch with Mr H to obtain invoices

for the repair work his plumber carried out.

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 done so, I'm upholding it – and I'll explain why.

Compensation

Mr H has expressed he's unhappy with UKI's engineer and the service it provided. As our Investigator has explained, because the engineer was acting on UKI's behalf, UKI is responsible for the engineer's actions. Meaning that when deciding whether the compensation is fair, I'm considering the total amount of £345 – part of which was paid by UKI's engineer, and the remainder by UKI.

Understandably, being without central heating for a period of twenty days in the winter months was difficult for Mr H – especially as he has health conditions which he considers make him more vulnerable. I don't doubt that the sub-standard service he received during this time compounded these difficulties. I also appreciate the frustration he's felt at having possibly incurred an avoidable expense by replacing his boiler based on the engineer's misdiagnosis of the fault with his boiler.

But I must balance this with the fact Mr H *didn't* replace his boiler and incur an unnecessary expense and inconvenience of doing so. So, whilst I accept this has been a concern for him, the situation ultimately, didn't arise.

Furthermore, I must keep in mind that the duration for which Mr H didn't have heating was around three weeks – and whilst was no doubt, inconvenient – I'm aware Mr H wasn't living at his house the entire time. And when he was there, he did have access to some heating by using fan heaters and a single gas fire. I recognise this temporary solution wasn't ideal, but I have to take this into account when considering the impact UKI's actions had on him.

So, on balance, I am satisfied £345 compensation is reasonable and is in line with awards this Service makes in respect of distress and inconvenience. And so, I won't be asking UKI to increase it.

Covering Mr H's plumber's costs

It's not in dispute UKI's engineer misdiagnosed the fault with Mr H's boiler. And it seems to me – from reading the policy document - that had the fault been correctly identified in the first instance, the cost of repairing the boiler would have been covered by the policy. I say this because the policy says:

"If there is an emergency in your home, when you call us: [...] we will pay up to £500 (including VAT) for each emergency assistance call out to cover the cost of the call out, labour at your home, parts."

So, I consider it reasonable for UKI to cover the costs Mr H incurred in having his plumber fix the problem with his boiler – subject to Mr H providing invoices for the relevant works.

My final decision

My final decision is I uphold this complaint and direct U K Insurance Limited trading as

Churchill Insurance to:

- Reimburse Mr H the plumbing costs he incurred in having his boiler repaired - subject to proof of invoices and the policy limit. U K Insurance Limited trading as Churchill should pay simple interest at 8% a year from the date Mr H paid the invoice until the date it is refunded.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 21 September 2023.

Nicola Beakhust
Ombudsman