

The complaint

Mr and Mrs B have complained that UK Insurance Limited (UKI) failed to appropriately resolve a leak at their property which resulted in more damage being caused by a second leak.

What happened

Mr and Mrs B's home insurance policy is underwritten by UKI. It includes a section of cover for home emergencies.

On 22 January 2023, Mr and Mrs B reported a claim for a leak underneath their bath. They explained that they had isolated the water supply using the stop tap, but this had caused the handle of the stop tap to break.

UKI's repair agent attended on 23 January 2023. They removed the bath panel and noted the pipe had popped out of its fitting, causing the leak. They rehousing the pipe, tested the supply and noted no further leaks. They also confirmed the stop tap had no handle but was still operational and able to be turned using grips.

Following this, a second leak caused the kitchen ceiling to collapse later the same day. The engineer reattended, fixed the second leak and installed a new stop tap handle.

Mr and Mrs B complain that due to the stop tap handle not being repaired after the first leak, their property suffered additional damage and they had to pay their home insurance excess to get the damage repaired. They want UKI to cover the excess they paid.

Our investigator didn't think Mr and Mrs B's complaint should be upheld. She said Mr and Mrs B's home emergency cover was there to stop the emergency – the leak. She said the evidence supported that the engineer fixed the initial leak and didn't support that he was responsible for the second leak. She said the stop tap was operational, and the lack of handle wouldn't have caused or contributed to the second leak.

Mr and Mrs B didn't accept our investigator's opinion. So, as no agreement has been reached, the complaint was passed to me to decide.

I was minded to reach the same overall outcome as our investigator. But because I also intended to award a small amount of compensation for a missed appointment, I issued a provisional decision to give the parties the opportunity to respond before I reached my final decision. Here's what I said:

"What I've provisionally 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 intending to reach broadly the same outcome as our investigator. But, unlike our investigator, I am also minded to award a small amount of compensation. So, because the outcome I'm reaching is slightly different, I'm issuing a provisional decision to give everyone the opportunity to respond, before I reach my final decision.

There have been several businesses involved in this claim and complaint acting as either agents or representatives of UKI. So, any reference to UKI in my decision includes its agents or representatives.

Mr and Mrs B's policy provides the following cover for home emergencies involving internal plumbing:

*"You're covered for
Plumbing and drainage
We will pay the cost of emergency assistance needed for an emergency involving:*

- internal plumbing and drainage*
- underground external drainage for which you are legally responsible."*

The policy also provides specific definitions for 'emergency' and 'emergency assistance', which are:

"Emergency (section 5)

An incident in the home that happens during the period of Insurance and which needs to be dealt with quickly to avoid:

- > making the home unsafe or insecure for you*
- > damaging the home and its contents, or*
- > the home losing its main source of heating, lighting or water (hot or cold).*

Emergency assistance (section 5)

Work carried out by an authorised repairer to temporarily or permanently deal with an emergency, carry out emergency repairs or prevent further damage."

It's not in dispute that Mr and Mrs B's property suffered an emergency, or that UKI provided emergency assistance within a reasonable time. The issue I need to decide is whether the emergency assistance provided was adequate, or whether it likely resulted in or contributed to, the second leak and more significant damage.

Mr and Mrs B are unhappy that the stop tap wasn't repaired during the initial repair. They also say the engineer didn't test the repair by running the taps.

The contemporaneous claim notes I've seen explain the actions taken by the engineer:

"Visit Note: Leak in bathroom somewhere, removed tiled bath panel and plinth on vanity unit found leak was a pipe that popped out of fitting rehoused pipe and got water back on tested and no more leaks present. Stop cock had no handle on but still operational just turned off with grips and back on"

In situations like this, where the evidence is incomplete or contradictory, I'll make my decision on the balance of probabilities. That is, what I think is more likely than not, based on the evidence which is available.

Given there is a written record, from the date of the incident, which supports the engineer's version of events, I find this to be more persuasive than Mr and Mrs B's recollections. Particularly as I find it unlikely that an engineer/plumber wouldn't run the taps to check that their repair to a leaking pipe had been successful.

Based on the record of works carried out during the first visit, I'm satisfied that UKI provided emergency assistance, as defined, as the engineer resolved the emergency situation. I appreciate the stop tap was left without a handle. But that alone wouldn't constitute an emergency situation because it wasn't causing damage or creating an unsafe situation – as it was still operational.

I appreciate that a second leak occurred shortly afterward, and that it was more difficult to isolate the water supply because of the handle issue. However, I understand that Mr and Mrs B were able to isolate the supply by borrowing a spanner from their neighbour.

Ultimately, I haven't seen any persuasive evidence to suggest that the repair to the first leak wasn't successful, or that it caused or contributed to the second leak. So, I can't reasonably conclude that the engineer failed to resolve the first emergency.

The second emergency only became apparent when the kitchen ceiling collapsed. So, even if the stop tap handle had been repaired on the first visit (which I don't think it needed to be in order for the emergency situation to have been resolved) the second leak still would have caused significant damage by the time it was discovered. This means the stop tap issue isn't the reason Mr and Mrs B made a claim on their home insurance for the damage caused by the second leak, which means they would always have been required to pay the policy excess. In these circumstances, I don't consider it would be fair or reasonable for me to hold UKI responsible for the second leak or to direct it to cover Mr and Mrs B's home insurance excess.

Mr and Mrs B also raised concerns about delays in UKI's handling of their combined claims for the emergency situations and the subsequent escape of water damage. It took around four months from the point of the leak for the damage claim to be concluded.

UKI says it told Mr and Mrs B that using its network contractor might be slower than taking a cash settlement and/or using a local contractor. It also says the property required drying, which can't be rushed, and that there was a small delay while awaiting delivery of materials which were outside of its control. UKI also says some delays during the claim were due to it waiting for decisions or preferences from Mr and Mrs B and that there was a non-claim related electrical wiring issue which caused some delays, until it agreed to cover the issue as a gesture of goodwill to keep the claim moving.

Mr and Mrs B say UKI's contractor failed to diagnose issues with de-bonded floor tiles and was reluctant to do the tiling works which meant they had to arrange this themselves. They also say there were times where UKI's contractors missed appointments.

I've thought carefully about everything both sides have said and provided about the overall level of service. I've also listened to the call between UKI and Mr B where he was advised that using the network contractor would be the slowest route to completion of the works, which he accepted.

Taking everything into account, I've not been persuaded that the reason the claim took as long as did to conclude was because of something UKI or its agents did wrong. Mr and Mrs B were clearly advised the network contractor route would take additional time and it's clear that the drying and non-claim related electrical issue added time to the claim – neither of which would be something I could reasonably hold UKI responsible for. I also note that UKI disagrees with Mr and Mrs B's suggestion that its contractor wasn't prepared to deal with the floor tiling. Instead, UKI says the contractor was willing to do the works, but Mr and Mrs B provided their own quote, which UKI approved despite the costs being higher than it could have completed the work for via the network contractor.

Based on the above, I'm not intending to award any compensation for the distress and inconvenience caused by the length of time the claim took to conclude, as I don't believe there were avoidable or unreasonable delays caused solely by UKI.

However, Mr and Mrs B have also complained that one of UKI's appointed contractors missed two appointments, which meant Mrs B missed two days of work unnecessarily. UKI says there was only one missed appointment. But it says its unable to check the contractor's system to see whether this was communicated to Mr and Mrs B or not.

As explained previously, where evidence is incomplete or contradictory, I'll make my decision on the balance of probabilities, based on the evidence which is available.

I've seen an email from Mr B to the contractor complaining that an appointment was missed that day. Based on this, I consider it more likely than not that the contractor missed an appointment without giving prior notice, which would no doubt have been unduly inconvenient to Mr and Mrs B. So, unless further evidence in response to my provisional decision changes my mind, I'm intending to direct UKI to pay Mr and Mrs B £50 to compensate them for the impact of this missed appointment."

I asked all parties to send me any further comments or evidence they wanted me to consider before I reached my final decision.

Mr and Mrs B provided additional comments explaining why they disagreed with my provisional findings. In summary they said:

- They maintain the stop tap ought to have been replaced on the first visit given its purpose. Had it been, they say the damage in the second claim would have been greatly reduced.
- The plumber did not water test the taps and shower mixers following the first repair, in line with good practice.
- They had issues with UKI failing to clean up or collect the drying equipment. The latter point they say prevented them from using their kitchen for an extended period.
- They feel the compensation I've suggested is insulting.

UKI didn't provide a response, and the deadline to do so has now passed, so I'm moving forward with my final 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.

I've also carefully considered Mr and Mrs B's response to my provisional decision. But having done so, my conclusions remain unchanged. I'll explain why.

In my provisional decision I specifically considered and addressed Mr and Mrs B's concerns about the stop tap and the plumber not testing the taps after the initial repair. So, these points they've raised in response to the provisional decision aren't new and have already been thought about at length.

Nothing in Mr and Mrs B's response has persuaded me that my provisional findings on these points were unfair or unreasonable. So, my decision on these points remains that same as outlined in my provisional decision – and for the same reasons.

Mr and Mrs B have said UKI delayed in cleaning their property and in collecting the drying equipment, which rendered their kitchen unusable for a period. I've not previously seen any reference to this issue within the complaint file. I've not seen that this has been raised with UKI or our service prior to now. And crucially, this point hasn't been considered or addressed by UKI as part of its final response to Mr and Mrs B's complaint, which means I'll not be able to consider or answer that point as part of this complaint.

Should Mr and Mrs B remain unhappy about this element of their claim, they'll need to raise it as a new complaint with UKI in the first instance. Should they remain unhappy with UKI's response to their new complaint, they'll be able to refer it to our service for consideration, subject to our normal rules.

I'm sorry to hear that Mr and Mrs B are insulted by the level of compensation I provisionally awarded. But this seems to be because they're considering the compensation against the length of time the claim took overall, and all the issues they've suggested UKI has caused. However, as explained in my provisional decision, I've not agreed that UKI have caused all the issues Mr and Mrs B have complained about, or that it has caused unnecessary or unreasonable delays. Instead, the £50 I've recommended is solely for the impact of its agent missing an appointment. And I remain of the view that £50 is enough to fairly, and reasonably, compensate for the impact of this error in isolation.

It follows that I'll not be amending my provisional findings or awarding any additional compensation.

My final decision

For the reasons I've explained above, I uphold Mr and Mrs B's complaint in part.

UK Insurance Limited must pay them £50 to compensate them for the distress and inconvenience caused by the missed appointment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 27 October 2023.

Adam Golding
Ombudsman