

The complaint

Mr R complains that U K Insurance Limited ("UKI") caused damage to his property when dealing with a claim, and hasn't reimbursed him for it.

What happened

Mr R made a claim on the home emergency section of his home insurance with UKI. While UKI's contractor was fixing the problem, they caused damage to a chair and a wall at the property. Mr R made a complaint, in response to which UKI offered £350 compensation, which it later increased to £450. However it wouldn't agree to repair the wall as it said this was excluded under the policy.

Mr R subsequently brought his complaint to this service and our investigator recommended it be upheld. She said she thought the compensation already offered was enough to cover the distress caused and the damage to the chair. However she thought UKI should also repair the wall.

Mr R accepted our investigator's decision but UKI didn't. As agreement hasn't been reached, the complaint has come to me to decide.

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.

UKI has accepted it handled Mr R's claim poorly. It's engineers didn't always arrive when expected and it took more visits than it should have to put things right. It's also agreed that it caused damage to Mr R's chair. It's now offered a total of £450 compensation to make up for the distress. And I think this is fair in the circumstances to make up for the distress caused and to allow Mr R to purchase a new chair, without the need to provide a receipt for his previous one. Mr R and UKI have both accepted this part of the complaint.

The part of the complaint that remains outstanding is the repair to the wall, as UKI don't agree that it would be liable for these. It's pointed to an exclusion in the home emergency cover in the policy as well as the definition of emergency assistance that states:

"Emergency Assistance - means work undertaken by an Authorised Repairer to resolve the Emergency by completing a repair to temporarily or permanently rectify, repair or prevent further damage occurring by making safe the Emergency where possible. It does not include the restoration of any decoration, fixtures, fittings or landscaping (e.g. fitted kitchen units, floor coverings/tiles, flowerbeds) or the permanent reinstatement of pathways and driveways needing to be removed or replaced in order to deal with the Emergency."

So I can see that damage caused while attending an emergency wouldn't usually apply. However Mr R has provided photos of the damage and a repair that was attempted by the contractors at the time. From this, I don't agree that the term above, or the general exclusion, would reasonably apply to the damage that needs fixing here. As it wasn't

something that was 'needing to be removed or replaced' in order to fix the emergency. But instead was damage caused while attending to the emergency, but not that needed to be broken in order to carry out a fix. Instead it appears to have been caused by careless work by UKI's contractors.

Further, while I accept the attempted repair was done as a gesture of goodwill, it seems from the photos that the repair itself has caused further damage to the wall. And as UKI accept that its contractor caused that damage, it follows that it should carry out a repair to rectify it.

For these reasons, I don't think it's fair or reasonable to apply the exclusion in the circumstances. As I'm persuaded that the damage was caused due to poor work by UKI's contractors and wasn't a necessary consequence of the emergency. I therefore agree with our investigator's recommendation and will require UKI to pay for the repairs to the wall caused by its contractors.

My final decision

For the reasons I've given, I uphold Mr R's complaint and direct U K Insurance Limited to pay to repair the damage to Mr R's wall that was caused by its contractors. It should also pay the £450 compensation it has already offered, if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 17 August 2022.

Sophie Goodyear
Ombudsman