

The complaint

Mrs M has complained that UK Insurance Limited ('UKI') caused further damage in resolving a leak at the property under her home emergency policy.

For the avoidance of doubt, 'UKI' includes reference to its representatives, contractors and agents in this decision letter.

What happened

Mrs M reported a leak to UKI at her property in early January 2022, having noticed that an interior wall was slightly wet. UKI's engineer attended the property the following day and removed the bath panel and wood behind the basin, to find that the hot water feed to the bath was dripping. He tightened the connections and considered the issue to be rectified.

Two hours later, Mrs M returned to her property to find that the leak appeared to be worse. She placed a bucket under the leak and then turned off the mains water so had no access to water until the engineer returned the next day. This time, he replaced the hot water feed pipe, and this resolved the emergency.

Mrs M was unhappy that UKI hadn't completed the repair properly on the first occasion. She said that as the leak had become worse after the first visit and that this had caused damage to her home. This damage included a hole in the ceiling, damage to plaster and paintwork, damage to a carpet as well as to wooden and bath panels which had been removed to get to the leaking pipe. UKI acknowledged that the first repair attempt had failed, and it paid Mrs M compensation of £200. Mrs M considered that this fell far short of paying for the damage which she said had been caused by UKI's failure. Mrs M was unhappy with this response and forwarded her complaint to our service.

Our investigator upheld Mrs M's complaint. She noted that UKI had already paid £200 in compensation, however she thought it needed to do more to resolve the complaint. Our investigator considered it likely that UKI had made the damage worse in Mrs M's home and should compensate her an additional £150 to resolve the complaint on a fair and reasonable basis. Mrs M didn't consider that this put her back in the position she would have been in had damage not occurred in the first place.

Mrs M remains unhappy with the outcome of her complaint and asked for the award to be increased. The matter has therefore been referred to me to make a final decision in my role as Ombudsman.

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 uphold Mrs M's complaint, however I agree with our investigator that £150 compensation in addition to the £200 already paid by UKI is a fair and reasonable outcome. I'll explain the reasons for this decision as follows.

Mrs M described the initial leak as a very slow leak that was hardly noticeable. After the UKI engineer's first visit the case-notes record that Mrs M then referred to it as a 'heavy constant drip'. When the engineer visited the next day, Mrs M said that he acknowledged that the issue was caused by a frayed washer. She said that he changed the pipe and inserted a sturdy rubber washer. She also said that he was apologetic. Mrs M said that the plaster on the wall and the ceiling was slightly damaged whilst there was no damage prior to the leak and *'dark mold like residue had leaked onto the wall...'*. She said the dirty water had also damaged the carpet on the staircase.

Mrs M accepted that there had been minor original damage mainly to the paintwork which she thought would have cost between £60 to £80 to remedy. There had only been a few drops of water on the paintwork that didn't touch the carpet. She thought the carpet damage was solely as a result of the second leak and that the same was the case for the plasterwork. She said that the bath panel and panel covering the pipes under the sink occurred due to the engineer carelessly removing the panels. Mrs M said she'd spent a significant amount of time trying to resolve the issue and had experienced much inconvenience. She said she was caused significant distress, anxiety and upset at the time. Finally, she described a health condition which meant that having no hot water in cold weather for up to 48 hours caused further distress.

Mrs M has stated in her latest correspondence that the damage to the carpet on the staircase, the plaster on the wall and the ceiling, all happened after the first visit and that the initial slow leak had caused no damage. Mrs M also raised a new complaint which will need to be raised with UKI in the first instance that she was left without hot water over the weekend and thought she should have been allocated £250 for a hotel.

UKI said that it offered £200 as an apology for distress and inconvenience when the initial repair failed with the leak re-occurring within two hours. As to the appearance of mould and the wall 'bubbling up' and needing re-plastering, UKI declined this part of Mrs M's complaint. It thought that water was already coming through the wall when Mrs M first contacted UKI. It said that the photographic evidence: - *'didn't conclusively determine or distinguish what level of damage was as a result of the initial emergency versus the subsequent failed repair.'* Finally, it considered that the photographs taken by Mrs M were not very different from the photographs its engineer had taken during the initial visit.

Having considered all the available evidence and the submissions of both parties, I've come to the following conclusions. The parties agree that the first visit by UKI's engineer led to a failed repair and this will have caused Mrs M frustration, delay and inconvenience as she was without hot water for longer than necessary. This is also in the context of a health condition which Mrs M has described.

The other key question however is whether this failed repair created damage which was additional to that caused by the initial leak. I'm satisfied on the balance of probabilities that the leak flow did increase following UKI's error. As Mrs M took sensible avoidance action, firstly by containing the leak with a bucket and then by turning the mains water supply off, I consider that this will have limited the amount of further damage caused over a matter of hours rather than days. It's likely in the circumstances however that some damage occurred before and some occurred after the initial leak and Mrs M accepts that there will have been some initial paintwork damage. In addition, I consider that a dark mould-like residue would have been indicative of a leak which had been going on for quite some time and that some of the plaster damage is likely to have occurred before the engineer's first visit.

As to damage caused by the leak itself therefore, it's not possible to exactly apportion the damage that occurred before and after the initial leak. I'm satisfied however that UKI's error will have led to an element of additional damage. I therefore don't think the £200 already

paid by UKI is enough compensation to recognise this damage as well as the distress and inconvenience caused. I therefore consider that UKI should pay compensation to Mrs M of an additional £150 as recommended by our investigator.

As to the bath panel and wood screening to the sink, unfortunately it's inevitable that some damage will occur in removing such items to reveal a leak during an emergency. Mrs M indicated that she thought that the damage occurred due to the engineer's negligent work. The photographic evidence however shows that the panels had been painted in, and it would therefore have been unavoidable that some damage would be caused in removing them. Damage due to trace and access is not usually covered by a home emergency policy (as opposed to a buildings policy) and this is the case here also. The relevant policy terms and conditions state that UKI won't pay for loss or damage to any decoration, fixtures or fittings that happen during an emergency assistance call out.

Unfortunately, domestic emergencies do involve a level of stress and inconvenience and it's most unfortunate that UKI's initial service failure will have added to this stress and inconvenience. In this case however, I note that the issue of the leak, whilst not immediately remedied, was resolved within a few days. I also appreciate that Mrs M may be disappointed that a further amount of compensation is not being awarded. In all the circumstances however, based on our standard guidance, I consider that the additional compensation of £150 provides a fair and reasonable outcome to this complaint.

My final decision

For the reasons given above, I uphold Mrs M's complaint and I require UK Insurance Limited to pay £150 in compensation in addition to the £200 already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 1 December 2022.

Claire Jones
Ombudsman