

The complaint

Ms R complains about UK Insurance Limited (UKI) who caused damage to her property, following a claim under her home emergency policy.

What happened

Ms R contacted UKI as her sink fell off the wall. It sent an engineer, but he didn't cap the pipes correctly. Ms R contacted UKI again when those pipes began leaking. UKI sent another engineer. And again, Ms R said that the second engineer caused a further leak at her home. UKI sent a third engineer and again further leaks, and damage was caused.

Ms R said that due to the poor repairs carried out by the engineers, she suffered from damage to her flooring, wallpaper, plastered wall and towels (that she said she had to use to mop up the leaks). Ms R also wanted compensation of £450 for the all the trouble and upset caused. As well as covering the cost of the damaged flooring, plastered wall, towels and wallpaper.

Ms R complained to UKI, given the poor service (she had to chase for updates) and poor repairs carried out. UKI offered £150 compensation. But as Ms R felt this wasn't sufficient, given the impact, she complained to UKI. In its final response, UKI accepted that there had been service failings, but it would not increase its original offer of £150 compensation. So, Ms R referred a complaint to our service.

One of our investigators considered the complaint and thought it should be upheld. She said the failures of UKI's engineers led to the damage of Ms R's flooring. She recommended that UKI cover the cost of the towels, replacing and installing the flooring. Pay Ms R £400 compensation for the trouble and upset caused. She said that UKI did not have to replace the wallpaper or the stacked flooring as Ms R should've mitigated her losses by moving them out of the way.

Both parties did not accept the view. UKI said that Ms R home was being renovated and it could be that her contractors disturbed the fittings or Ms R herself. So, it didn't agree that the damage was caused by the failure of its engineers.

Ms R said that it was because of UKI's engineer's actions that caused the damage to her property, and it wasn't fair that she was going to be penalised for this. She said that there was no way that she was able to move the wallpaper and flooring before it became damaged, as it was too heavy. So, both parties asked for a decision from an 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 will uphold this complaint, but for much the same reasons as our investigator. I understand that Ms R is likely to be disappointed by this, but I hope my findings explain why I think this is fair.

Ms R explained that the contractors that UKI sent, caused damage to her home. The first contractor, who had attended to re-attach a sink that had fallen from a wall, didn't re-attach the sink and didn't correctly cap off the pipes to the sink. This caused a leak.

Ms R said that she contacted UKI about this and it sent further contractors to rectify the leak. But a further leak happened due to the contractors not correctly positioning a pipe that ran from the missing sink and was connected to her washing machine. As a result, Ms R said that further damage was caused to her property.

Ms R said that because she had to mop up the water with towels, her towels became ruined. The water also damaged the plaster on the walls and newly laid flooring. Finally, Ms R had a box of wallpapers that were also water damaged.

UKI said that it wasn't its contractors who caused the damage. But it did accept that Ms R experienced some poor service and offered her £150 compensation in total. It said that Ms R had been having renovation works at her home and it was likely her contractors had caused the damage or Ms R herself.

I asked Ms R what renovations she was having done at the time. She told me that the only work that she had planned to do was to replace the flooring downstairs in potentially two areas. She had no plans of carrying out renovations nor was she renovating at the time.

Although I accept that Ms R provided video evidence of the damaged flooring and wallpaper, I asked her for the invoices for those items as well as the invoice for the cost of the repairs she carried out. These were not provided. The reasons for the request of the invoices was to provide proof of loss. And in particular, how much Ms R had spent originally. As these were never provided, I can't be certain of the cost of the damaged items.

I am persuaded that the failures of the contractors who attended Ms R's home, contributed to the damage that she experienced. They should have made sure that the pipes and caps were either positioned correctly or fitted correctly. And from the evidence, I can't see that this was done. And I can't see that UKI has provided any credible account as to how after each contractor's attendance, the damage became progressively worse. Or that Ms R was actually undertaking any renovation works at the time. So, I'm persuaded by Ms R's account that she wasn't.

Given the evidence, I'm persuaded that the damage was caused by UKI's engineers and it's fair and reasonable that it recognise its error. I'm pleased to see that UKI offered and installed a new toilet for Ms R as a gesture of goodwill, as this wasn't an obligation under the policy terms. But I do think that UKI should do more, as the damage, I think, was caused by its contractors.

Having taken all the evidence into consideration, UKI should also pay Ms R costs of installing and replacing the flooring, on production of an invoice from Ms R. In spite of this, I don't think it's reasonable for UKI to reimburse Ms R cost of the damaged stacked flooring or the box of wallpapers. I say this as I do think that there was an obligation on Ms R to have mitigated her losses by removing those items when the leaks started, which wasn't done here.

I understand that Ms R said that the boxes were too heavy for her to move, so she was unable to mitigate her losses. But the evidence that I have read, in the form of an email sent

by Ms R to UKI states: *'The photo clearly shows the boxes stacked on the wall opposite to the sink. Additionally, there is room available to install the toilet, and in any event, I offered to move the boxes if required. I was told not to worry.'* Consequently, I think that Ms R wouldn't have offered to move the boxes had she been unable to do so. Further, from the evidence, I can see that Ms R was asked whether she had tried to mitigate her losses by turning off the water, to which she answered no.

As to the plastered wall, having reviewed the photos, I do think that the repairs to the wall would've been needed in any event, as there appeared to be areas of missing plaster, which I think was due to the sink falling from the wall. In addition, Ms R said that the wall became sodden due to the leak, but again, Ms R had a duty to mitigate her losses and didn't turn off the water to stop the leak. So, I won't be asking UKI to cover the costs of the repairs to the wall.

I'm pleased to see that UKI offered compensation for the trouble and upset caused, But I don't think that the amount is enough. I do think that the impact caused considerable distress, upset and worry. I also think that Ms R suffered inconvenience and disruption that needed a lot of extra effort to sort out. I have also taken into account Ms R's vulnerability, and I think it would be fair for UKI to increase the amount of compensation to £400. This also accounts for the damaged towels and the fact that Ms R had several contractors re-attend on multiple occasions.

I understand that Ms R might be disappointed with the amount of compensation. But Ms R was asked to provide me with any further evidence to support her complaint. This evidence could have been medical or otherwise to show that she suffered from substantial impact. As this wasn't done, I'm unable to increase the amount further.

Taking all the circumstances into consideration, I think UKI was fair to install the toilet. But I do think it's fair and reasonable for UKI to cover the cost of installing and replacing the flooring, on production of an invoice from Ms R.

I don't think UKI ought to reimburse for the stacked flooring, box of wallpapers or repairs to the plastered wall, for the reasons given. But I do think that Ms R suffered significant distress and inconvenience caused because of the failures, so UKI should pay her £400 compensation.

Putting things right

To put matters right, I direct UKI as outlined below.

My final decision

For the reasons given, my final decision is that I uphold this complaint.

UKI Insurance Limited to cover the cost of installing and replacing the damaged flooring, on production of an invoice from Ms R.

UKI Insurance Limited to pay Ms R £400 compensation for the distress and inconvenience caused.

UKI Insurance Limited must pay the above amounts within 28 days of the date on which we tell it Ms R accepts my final decision. If it pays later than this, it must also pay interest at 8% a year simple on the above amount, from the date Ms R accepts my final decision, until it is paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 1 June 2023.

Ayisha Savage
Ombudsman