

The complaint

Mr B complains about the way U K Insurance Limited (“UKI”) responded to a claim on his home emergency cover.

References to UKI include it, and its agents. And as Mr B is represented by his wife, Mrs C, for ease, I’ll refer to Mr B and Mrs C’s actions collectively as Mrs C’s.

While I’m aware Mrs C may like to speak to me, I still don’t consider a call necessary as I find her emails clearly explain her position.

What happened

The details of this complaint were well known to both parties, so rather than repeat them, I focussed on the reasons for my decision. I issued a provisional decision. I said:

“I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

Mrs C had home emergency cover with UKI. On 20 September 2022 Mrs C reported an issue with a toilet – it wasn’t flushing. When asked if there was more than one toilet in the property, Mrs C said there were two, but the second was only used by her son for health reasons. UKI accepted the claim and sent an engineer out the same day.

The engineer found a part was needed but also reported to UKI that there was a second toilet in the property. UKI decided to decline the claim as the second toilet meant the issue wasn’t an emergency. While I accept UKI’s logic, it knew of Mrs C’s household circumstances and had already accepted the claim in light of them. If follows I find it was unfair for UKI to decline the claim at this stage.

UKI informed Mrs C of its decision early on 21 September 2022. Mrs C contacted UKI to explain the situation and UKI quickly agreed to proceed with the claim. I find this was fair and reasonable, and although I accept this would have been frustrating for Mrs C, I consider UKI’s swift action to rectify the matter was enough to put things right.

UKI needed to arrange for a return engineers visit and to secure access. This took some time because of engineer availability but was ultimately booked on 22 September 2022 for 26 September 2022. While an unwelcome delay for Mrs C, I find this was a reasonable timeframe given 24 and 25 September 2022 were a weekend. And I’m not persuaded UKI initially deciding to decline the claim had a material impact because of the short time between its decision to decline and its decision to then proceed with the claim.

The engineer was scheduled to visit between 9:00 and 12:30 on 26 September 2022. The day didn’t go well. Mrs C was initially dissatisfied the engineer didn’t visit early in the morning, then there was some back and forth about

when would be convenient, and then later Mrs C had concerns about the engineer's company history. Ultimately a different engineer visited the following day and fixed the toilet. While I accept Mrs C considers UKI let her down here, I find it was doing what it reasonably could to accommodate her.

Mrs C would like to UKI to pay for some decorating which she says is needed because of the issue with the toilet. However as this isn't provided for by the home emergency cover I can't fairly and reasonably require UKI to reimburse her.

Overall, while I accept UKI could have done better at times, things don't always go smoothly. And here, I'm not persuaded the service was so poor, and the impact enough, for compensation to be appropriate.

My provisional decision

I don't intend to uphold this complaint."

UKI didn't provide any further evidence or comments for me to consider. Mrs C provided further evidence and comments. She said, in summary, had UKI not declined the claim on 21 September 2022, the toilet would have been fixed that day as the original engineer had said he would return that day. And she said the need to decorate was because the original engineer didn't turn off the water and the repair was then delayed. She also commented on how long it took for a new visit to be made.

I reconsidered all the available evidence and arguments and issued a further provisional decision. I said:

"As I set out in my provisional decision, I do not think it was fair for UKI to decide to decline the claim on 21 September 2022. Mrs C says the original engineer said, on 20 September 2022, that he would attend the following day.

I find Mrs C testimony here compelling. Her version of events has proven to be accurate throughout this complaint and given the engineer attended at about 19:00 on 20 September 2022 and needed a part (which Mrs C has shown only cost about £20 and was widely available) I consider the engineer agreeing to come back the following day a likely scenario. It follows I'm persuaded, on balance, had UKI not unfairly declined the claim when it did, the toilet would have been fixed on 21 September 2022.

In the event, the toilet was fixed on 27 September 2022. Mrs C has explained the impact this time without a working toilet had on her household, which included disabled children. Given UKI unfairly declining the claim led to this impact, I consider it should compensate Mrs C. In my view £250 compensation is fair and reasonable in the circumstances.

Mrs C has said because the water to the toilet wasn't turned off, and because of the delay with the repair, water continued to seep out which ruined the wallpaper behind the toilet – wallpaper Mrs C has shown was placed in 2020 and was therefore fairly new. She has provided a photograph to show the damage, and demonstrated the work needed to put this right will cost around £230. Given my findings above, I intend to require UKI to reimburse Mrs C for this cost.

My provisional decision

I intend to uphold this complaint and require U K Insurance Limited to pay Mr B:

- £250 compensation in recognition of the distress and inconvenience caused; and
- £230 compensation to cover the damage to the wallpaper behind the toilet.”

UKI responded to say it didn’t think it’s decision to decline the claim caused a material delay because if it hadn’t been, the engineer would have needed to provide a quote for approval, which usually takes up to 24 hours. And then it can take three to five days for parts to be sourced and an engineer to re-attend.

Mrs C indicated she planned to respond but would be unable to do so by the deadline I set because she would be away. She further said she was waiting for additional information. I haven’t heard from Mrs C since I agreed to extend my deadline from 14 February 2023, to 21 February 2023, on 30 January 2023.

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.

While I accept Mrs C may still intend to provide further evidence and comments, my deadline has passed and a request for a further extension hasn’t been received. I’m also satisfied I have enough information available to me to reach a fair outcome on this complaint. I see no compelling reason to delay matters, so I will now make my final decision.

While I take on board UKI’s comments, they don’t change my mind. Mrs C has said the engineer said he would attend the following day. I still find her testimony compelling for the reasons I set out in my further provisional decision. While I accept a quote may have needed to be generated and approved, I don’t find it likely given the costs involved this would have taken – or reasonably should have taken – very long.

Nor do I think sourcing the part would have taken very long given its wide availability. And if, as I’m satisfied is most likely the case, the engineer agreed to attend the following day, I find it most likely had UKI not unfairly declined the claim when it did, the visit would have gone ahead.

Overall, for these reasons – and the reasons set out above – I remain persuaded, on balance, had UKI not unfairly declined the claim when it did, the toilet would have been fixed on 21 September 2022.

My final decision

I uphold this complaint and require U K Insurance Limited to pay Mr B:

- £250 compensation in recognition of the distress and inconvenience caused; and
- £230 compensation to cover the damage to the wallpaper behind the toilet.”

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr B (or Mrs C on his behalf) to accept or reject my decision before 22 March 2023.

James Langford
Ombudsman