

## **The complaint**

Mr T and Mrs T have complained about how U K Insurance Limited (UKI) dealt with a claim under a home emergency policy.

References to UKI include companies acting on its behalf.

## **What happened**

Mr T and Mrs T contacted UKI's home emergency provider when they found a water leak in their home. An engineer visited the following day and found that a drain needed to be jetwashed, which he was unable to access on his own. He said a part also needed to be ordered. The drain was jetwashed on another visit, but Mr T and Mrs T chased multiple times for the new part. A couple of weeks later, the home emergency provider said the claim wasn't covered, as the policy didn't deal with soil stacks.

Mr T and Mrs T complained about a range of issues with their claim. UKI replied and said it had looked at two previous claims that were undeclared when the policy was taken out and needed to be investigated further. The buildings claims team also spoke to Mr T and Mrs T about why it couldn't fix the leak. They had also been correctly advised to obtain further information from UKI's home emergency provider. It offered £100 compensation because the claims team had failed to return a phone call as promised.

UKI's home emergency company also responded to the complaint. It said it had missed its service level agreement on when its engineer attended. Although the engineers jetwashed the manhole, Mr T and Mrs T reported the issue was still ongoing. It then took a further week for it to confirm there was no cover for the work required. It offered £135 compensation for the issues with the claim, the poor service and the distress and inconvenience caused.

When Mr T and Mrs T complained to this service, our investigator upheld the complaint. She said there were a range of issues with how the claim had been handled and that these had a particular impact on Mr T because he was vulnerable. She also said there wasn't a relevant exclusion under the policy that seemed to apply to the claim. But she said there wasn't evidence to show the floor wouldn't have been damaged anyway, even if the engineer had attended sooner. She said UKI should pay Mr T and Mrs T £72 for their plumber's invoice to fix the issue and increase the total amount of compensation to £500 to recognise the impact on Mr T and Mrs T, particularly because of Mr T's vulnerabilities.

As Mr T and Mrs T didn't agree, the complaint was referred to me.

## **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 this complaint. I will explain why.

I've listened to the phone call when Mrs T first contacted the home emergency company, which I will call 'C', to request an engineer. During the call, Mrs T explained that her husband was vulnerable and asked for the claim to be prioritised. The engineer didn't visit until the late evening the following day. When the home emergency company replied to the complaint, it accepted it had breached its service level agreement for sending an engineer.

From the records, I can see C marked on its records that Mr T was vulnerable and that it was urgent. I can't see clear evidence this information was passed on to the contractors who were asked to attend. I'm also aware Mr T and Mrs T have said the first contractor who visited wasn't aware Mr T was vulnerable. Looking at the engineer's visit notes, I saw that by the end of the visit, he was aware Mr T was vulnerable and highlighted that the issue needed to be sorted as soon as possible, as a result.

The drain blockage was cleared the following day but a new part the first engineer had already identified as required still needed to be quoted for. I note that when Mrs T first spoke to C, she was told that if parts were needed it would take up to one day to be approved and up to three days for it to be supplied. But that isn't what happened as part of this claim. It took several days of chasing both by Mr T and Mrs T and C to try and progress this. I'm aware Mr T and Mrs T also told C that Mr T had tripped over because of the trip hazards at the property and he was having to walk downstairs at night to use the toilet because of the ongoing claim, which was an issue because of his health condition. Eleven days after the first engineer's visit, C told Mr T and Mrs T that the rest of the claim wasn't covered.

I've thought about whether it was fair for the rest of the claim to be declined. UKI has said it was declined because there wasn't cover for soil pipes under the policy. In the records, I can see that C asked a contractor for more details on where the part would be fitted and whether it was internal to the kitchen. There was then a discussion about a cupboard potentially needing to be removed. This then went from discussing internal work that needed to be carried out to fix the issue, which from my reading of the policy was covered, to telling Mr T and Mrs T there was no cover. In my view, I haven't seen evidence that showed it was reasonable to apply an exclusion or that there was a relevant exclusion that applied for this claim. Mr T and Mrs T arranged for their own plumber to carry out the work. So, I think UKI needs to pay for the work carried out, which cost £72. Mr T and Mrs T should provide UKI with the invoice.

Mr T and Mrs T have also said the delays in C dealing with the claim caused damage to their floor. I've thought about this, including looking at the photos provided, and I don't think I can fairly say the delays in the claim were the main cause of the damage. There was already an escape of water before Mr T and Mrs T contacted C and it's my understanding this had been happening over a period of time. So, I don't think I can reasonably conclude that there wouldn't have been any damage, or a need to make a buildings claim, if the home emergency claim had been dealt with more promptly. So, I don't require UKI to do anything further in relation to that part of the complaint.

I've also thought about compensation. I'm aware Mr T and Mrs T don't think the compensation offered by UKI and C or recommended by our investigator was enough. I've considered the full details of what happened. This includes the delay in sending the first engineer and in C making a decision about the rest of the claim. I'm also aware of the particular impact on Mr T because of his vulnerability. Mr T and Mrs T were advised not to use the water supply in part of their house, which meant they couldn't use the washing machine and Mr T had to move about a lot more to access a bathroom, despite his health condition.

I'm aware C offered Mr T and Mrs T alternative accommodation, but they declined this because of Mr T's health issues. However, they went to stay with family some distance away

for a few days while the claim continued, which involved additional costs such as fuel. Mr T and Mrs T have also described the level of stress and upset they felt because of having to chase C for updates and that this was added to because of Mr T's health issues.

I've thought carefully about what happened and the level of compensation this service would normally consider appropriate in these types of circumstances. In my view, a total of £500 compensation more fairly recognises the impact on Mr T and Mrs T. So, I require UKI to pay this amount.

### **Putting things right**

UKI should reimburse Mr T and Mrs T the £72 plumber's invoice and pay them a total of £500 compensation.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is upheld. I require U K Insurance Limited (UKI) to:

- Reimburse Mr T and Mrs T £72 for the plumber's invoice, subject to them providing U K Insurance Limited with suitable evidence of this.
- Pay Mr T and Mrs T a total of £500 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs T to accept or reject my decision before 15 November 2023.

Louise O'Sullivan  
**Ombudsman**