

## **The complaint**

Mr and Mrs H complained that U K Insurance Limited (UKI) damaged their shower tray when investigating a claim / making repairs following leak. Mr and Mrs H were insured under a home emergency policy.

## **What happened**

Mr and Mrs H reported a leak from their upstairs ensuite bathroom. UKI appointed contractors to investigate and repair the leak.

UKI said its contractor noticed that the cistern service valve was leaking, so it replaced a faulty washer. The contractor also tested damp levels around the shower and identified dampness around the shower base. He concluded the shower base had a crack around the waste area and needed replacing.

Mr and Mrs H said UKI's contractor caused the shower tray to crack when investigating the leak. They said he was forcefully pushing down on the tray and heard it crack.

UKI didn't think its contractor caused the shower tray to crack, but as the evidence was inconclusive it offered to have the tray repaired as a gesture of goodwill if Mr and Mrs H provided two quotes from their own tradesman. Mr and Mrs H aren't happy with the resolution as they feel they've been significantly inconvenienced, and they've not had a working shower for 15 weeks.

Our investigator decided not to uphold the complaint. He didn't think there was evidence that UKI's contractor had caused the crack in the shower tray, and he thought UKI had been reasonable in saying it would have the tray repaired as a gesture of goodwill. Mr and Mrs H disagreed, so the case has been referred to 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 reviewed the complaint, I won't be upholding this complaint. I know this will come as a disappointment to Mr and Mrs H, so I'll explain why I've reached this decision.

If UKI were proven to have caused the cracking to the shower tray, then I'd expect them to repair it or pay for it to be repaired. I'd perhaps, also, expect them to pay a small amount of compensation for any distress and inconvenience caused.

UKI hasn't accepted liability, however, as it has agreed the photographic evidence is inconclusive, it has as a gesture of goodwill agreed to pay for the shower tray to be repaired, along with applying sealant to the appropriate areas. I think this is a reasonable stance to take.

I appreciate Mr and Mrs H have said UKI's contractor caused the crack, but I don't think there is any evidence to prove this. The photographic evidence and timing of such is inconclusive. It's one word against another.

I've also considered Mr and Mrs H said they heard the tray crack when the contractor was working. However, there is no evidence they raised this at the time. They did this later. I've observed the shower tray was quite old, the photographs show it is quite worn. So, I think it's likely the tray due to its age may have been more prone to damage. It could've been cracked when in use.

However, UKI has agreed to have the tray repaired. I wouldn't expect UKI to retile the shower area or provide a new door to the shower as Mr and Mrs H have requested. So, it's only the matter of compensation I need to consider.

As there is no evidence to prove the damage was caused by UKI's contractors, I think it would be unfair for me to ask it to pay compensation. I think Mr and Mrs H have provided quotes for a new shower enclosure, but this isn't what UKI offered. So, I think Mr and Mrs H have potentially caused some delay which has meant their shower has been out of action longer than it needed to be. So, I don't uphold this complaint.

UKI should still pay for the repair to the tray (and associated sealant / pipe) once Mr and Mrs H has provided two reasonable quotes for UKI to consider.

### **My final decision**

My final decision is that I don't uphold this complaint. I don't require U K Insurance Limited to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 21 March 2024.

Pete Averill  
**Ombudsman**