

The complaint

Mrs B, on behalf of the policyholder Mr B, complains about the service provided by U K Insurance Limited (UKI) when an engineer attended their home after their shower broke.

What happened

Mr B holds a policy that provides for home emergency cover. This policy is underwritten by UKI.

On 25 May 2024, Mr and Mrs B contacted UKI to report the loss of hot water from a shower in their property. They informed UKI this was their only shower.

UKI instructed an engineer from a company which I'll refer to here as "E" to attend Mr and Mrs B's property to inspect and assess the shower and to undertake a repair if this was possible. E's engineer visited Mr and Mrs B's home address on 25 May 2024 at just after 6 pm.

At the time of the engineer's visit, Mrs B was home alone. She showed the engineer to the main bathroom, where they inspected the shower. The switch for the shower was turned on and the engineer observed water leaking from the bottom. The engineer left the shower on for around five minutes, but the water didn't heat up. When attempting to adjust the temperature dial, the engineer said the dial simply spun around without altering the temperature of the water.

E's engineer decided to remove the cover of the shower to inspect the internal workings. After doing so, they noted the shower was a gravity fed system and the inside of the valve was black and mouldy. They observed that the holding bar for the control wheels had broken and was corroded and rusty.

The engineer checked online to see if the broken shower parts could be ordered to enable a repair, but the shower had been discontinued. So, the parts required to undertake the repair were obsolete. UKI says the engineer informed Mrs B that the damage to the shower had occurred gradually as a result of the internal leak.

After Mrs B was informed by the engineer that they were unable to offer any further assistance, they said she became verbally abusive towards them. She accused the engineer of breaking the shower because the on/off dial was no longer working. She asked the engineer to repair the on/off dial and reinstate the shower to its previous condition so that it could be used. But the engineer stated they were unable to repair the shower due to it being obsolete and the parts being no longer available. They say Mrs B escorted them from her property and slammed the front door as they left, which resulted in the engineer catching their leg in the front door and the drip bar becoming detached. UKI states that the engineer reported what had happened after leaving Mrs B's property.

Mrs B disagrees with what the engineer reported about what happened at her home. She said the engineer broke the dials on the shower and became abusive to her after this happened. She also stated the engineer refused to restore the shower to its previous

condition, so she at least had warm water. She said the engineer assaulted her within her home by pushing her. And she said they were rude and aggressive in their demeanour. She agreed that the drip bar on the front door was detached but said this was caused by the engineer slamming the front door as they left her property which caused damage to her home. Mrs B says she reported the engineer's behaviour to the police.

Mr B received confirmation from UKI on 26 May 2024 that it wouldn't be able to offer further assistance under the policy because a repair couldn't take place. And, on 27 May 2024, Mrs B contacted UKI to complain about the behaviour of E's engineer within her home.

On 22 July 2024, UKI issued its final response to Mrs B's complaint. In its final response letter it confirmed that it hadn't upheld her complaint as it was satisfied the decision not to replace the shower was fair and reasonable. In relation to the conduct of E's engineer as alleged by Mrs B, UKI stated it couldn't make a finding as there was no independent evidence about what had happened. But it said the allegations would be fed back to improve services moving forward.

Being dissatisfied with UKI's response to her complaint, Mrs B referred it to our service. Our investigator looked into what happened and empathised with Mrs B. But, after assessing the information provided, our investigator was persuaded the decision not to replace the shower was fair. And, as Mrs B had referred the behaviour of E's engineer to the police already, our investigator explained that this matter should be pursued with that organisation instead.

UKI accepted our investigator's view of this complaint. But Mrs B disagreed and asked for her complaint to be referred to an ombudsman. I've been asked to determine the fairest way of resolving this matter.

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.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here, I must base my decision on the balance of probabilities. I'd like to thank Mrs B and UKI for the level of detail contained within their submissions. I've read and considered all the information provided. If I haven't specifically referred to a point that Mrs B or UKI have made it isn't because I haven't considered it. My decision will focus on what I think are the key issues, which is an approach that reflects the informal nature of this service.

I understand that Mrs B has asked our service to visit her home to inspect the shower before issuing our final decision. While I can understand why she may want this, it's my role to consider all of the information and circumstances before making a final decision. I can see Mrs B has provided video evidence and detailed submissions about her complaint. The information I have is clear and I don't need any more to be able to reach a decision. So, I'm satisfied that I have enough information to issue my final decision.

I'm sorry to hear about the difficulties Mrs B experienced here. I know she feels very strongly about this matter. And I appreciate the reasons she's brought her complaint to our service. But, while I sympathise with Mrs B, the issue that I must determine is whether UKI made a mistake, or treated her unfairly, such that it needs to now put things right.

As I explained in background to this complaint, Mr B holds home emergency cover which is provided by UKI. It's this policy of insurance under which Mr and Mrs B requested assistance.

As our investigator explained in their view, home emergency insurance is designed to provide an emergency response to specific sudden and unforeseen emergency situations that may arise within the home. An emergency is defined within the policy as *“the home losing its main source of heating, lighting or water (hot or cold)”*. I’m satisfied this condition applied here given the fault with the shower.

The intention of the policy is to provide a rapid response relating to essential services within the home, for instance to stop a leak or try to repair a boiler. It typically covers the cost for a tradesman to attend the property and will generally cover the cost of repairs and parts, but it’s not designed to replace things. I say this because, in cases where a home emergency applies, the policy requires UKI to send an authorised repairer to a policy holder’s home and pay up to £500 including VAT for each emergency assistance call out. The policy defines emergency assistance as *“work carried out by an authorised repairer to temporarily or permanently deal with an emergency, carry out repairs or prevent further damage”*. As I’ve mentioned, the focus is on repair rather than replacement.

I’ve seen evidence that shows Mrs B reported the loss of hot water from her shower at just before 1 pm on 25 May 2024. As she informed UKI this was her only shower within the property, it instructed an engineer to attend and assess the fault, here E. I understand that E’s engineer attended Mrs B’s property at 6:11 pm. As this was just over five hours following the issue being reported to UKI, I’m persuaded a prompt and timely escalation of Mrs B’s concerns about her shower took place. I’m satisfied that the obligation UKI had under the policy to provide an authorised repairer was met.

Mrs B said her shower was working before E’s engineer arrived at her property. She asserts the dials weren’t broken and the only issue with the shower was that the water wasn’t heating properly. UKI disputes this; it contends the heat switch was spinning around when the engineer attempted to change the temperature once the shower had been turned on. As the temperature dial wasn’t changing the water temperature, UKI reports that the engineer removed the shower cover to inspect the shower’s internal workings.

E provided a large number of photographs to UKI from the engineer that inspected Mrs B’s shower. I’ve seen all these images and I’m persuaded, based on the photographs provided, that the shower has been poorly maintained. It’s in poor condition and very dirty.

The images of the internal shower workings satisfy me that the fault with the shower was caused by the holding bar for the control breaking. I can see that this part has been damaged by rust and corrosion, which is likely due to an internal leak within the shower unit.

The damage observed isn’t something that would happen acutely. It would take time to occur. The photographs persuade me that the engineer’s assessment that the damage, which caused the shower to malfunction occurred gradually and due to poor maintenance, is fair in the overall circumstances.

Mrs B has provided a video to our service, which she says shows the damage to her shower that she says E’s engineer caused. While I can see the dials on the shower aren’t working as they should. The shower looks in poor condition and this corroborates the observations of E’s engineer and the photographs provided that show the shower had been poorly maintained.

I know Mrs B believes that E’s engineer caused her to have to replace her shower. But the shower was already faulty by the time E’s engineer attended Mrs B’s home. The water wasn’t hot enough and this was the reason UKI was contacted.

The overall poor condition of the shower would have made the unit more fragile and susceptible to damage and removing the shower cover would exacerbate that issue. This may provide an explanation as to why the dials no longer worked properly following the engineer's inspection. I understand that the engineer removed the shower cover a couple of times to try and explain to Mrs B what was causing the issue with the temperature of the water. I'm persuaded this action was taken in efforts to assist and aid understanding. And I can't fairly criticise the engineer's decision to remove the shower cover during their visit to Mrs B's home.

I'm not disputing that there may have been damage to the dials caused by removing the shower unit cover. However, if this damage occurred, I'm satisfied it was unavoidable. I say this because the engineer had to remove the shower cover to inspect the internal workings and determine the cause of the fault. This was the reason Mr and Mrs B had requested assistance from UKI under their policy. Based on the available evidence, I'm persuaded that the shower wasn't operating properly before the cover was removed by the engineer. And, given the overall condition of the shower, I think any damage to the dials is consequential – put simply that damage would have occurred irrespective of who removed the cover.

Usually, under the policy held by Mr B, UKI would have remedied the fault reported and any damage caused in determining the issue. However, UKI has told our service that the shower model is no longer available. So, replacement parts are now obsolete. I've seen evidence confirming that the shower unit is obsolete, and I'm satisfied this means that a repair isn't possible, as E's engineer explained to Mrs B. In such circumstances UKI isn't able to fulfil its obligation under the policy to effect a repair.

Mr and Mrs B have now replaced their faulty shower and want me to direct that UKI reimburse them for the cost they've incurred in replacing their shower. I've seen an invoice dated 23 June 2024 in the sum of £810 including VAT, which confirms that cost. But I'll explain why that wouldn't provide a fair outcome here.

UKI's home emergency policy covers damage caused by certain events. Wear and tear, or damage that happens gradually, aren't one of those events. They're specifically excluded, which is in common with most home insurance policies. This is because insurance is intended to cover the unforeseen, and something wearing out or requiring maintenance isn't unforeseen. And, as I've mentioned already, the policy that applies to this complaint is based on repair rather than replacement.

I've already explained why I'm persuaded that E's engineer's assessment of the cause of the fault was fair and reasonable here. The error was caused by a gradually occurring issue within a shower that had been poorly maintained. The parts required to remedy the fault are obsolete and the policy doesn't cover a replacement. In such circumstances, UKI is not required to replace the shower unit. So, I won't be directing it take such action.

The policy infers other obligations on UKI in the event that a policyholder's home is *"not fit to be lived in as a result of an emergency"*. Here Mr and Mrs B weren't provided with overnight accommodation. But I'm satisfied this wasn't necessary because they had a functioning bath and hot water within their home. So, the fault with the shower didn't preclude them from washing or render their property uninhabitable.

There's a significant dispute between Mrs B and E's engineer in relation to what happened during the visit on 25 May 2024. The allegations made by both parties are very serious and unpleasant. E's engineer asserts that Mrs B was verbally abusive and assaulted them as they left her property by slamming the front door, which caught their leg. On the other hand Mrs B alleges that E's engineer was verbally aggressive and assaulted her within her home by pushing her and causing her to fear the use of violence.

I'm satisfied that some dispute happened between E's engineer and Mrs B. I say this because they've both made independent contemporaneous reports of inappropriate and improper behaviour by the other – E's engineer reported what they say happened to UKI and Mrs B says she reported what happened to the police. I don't think either party would have taken such action if nothing significant had happened.

Mrs B has provided video footage to our service, showing the damage caused to the drip bar at the bottom of her front door. Whatever happened between Mrs B and E's engineer caused this part of the door to detach and come loose. I note that both Mrs B and E's engineer are consistent that this happened at the point that the engineer left the property; there's just a difference in their accounts about how this happened and who caused it.

Where there's such divergence in the accounts put forward by Mrs B and E's engineer, and no independent evidence to corroborate either version, it isn't possible to determine whose version of events is correct. The evidence that's available hasn't reached the balance of probabilities threshold which is the evidential test I'd need to be satisfied was met in order to enable me to say something was more likely than not. I can see that our investigator signposted Mrs B back to the police to pursue the allegations of assault she made with that organisation. This was sensible advice as the conduct Mrs B has alleged by E's engineer ought to be investigated from a criminal perspective and our service has no power to fine or punish individuals. I'll leave it up to Mrs B to decide whether she pursues matters with the police in relation to this part of her complaint.

I appreciate that Mrs B feels very strongly about the issues raised in this complaint and I've carefully considered everything she's said. But I'm not going to uphold her complaint for the reasons outlined. This now brings to an end what we, in trying to resolve Mrs B's dispute with UKI, can do for her.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Dr B to accept or reject my decision before 9 January 2025.

Julie Mitchell
Ombudsman