

The complaint

Miss U had complained about how U K Insurance Limited (UKI) dealt with a claim under a home emergency policy.

Miss U is represented on this complaint by Mr U, who I will also sometimes refer to. References to UKI include companies acting on its behalf.

What happened

Miss U contacted UKI to send an engineer when water leaked through the ceiling in her home. The engineer visited and turned off the water. He also provided UKI with a quote for the work. Nothing further happened. When Miss U chased, UKI sent an engineer from another company to deal with the leak. He said the water should be isolated to stop the leak, but Miss U declined to have the water turned off. The engineer also provided UKI with a quote for the repair. Following the visit, Miss U chased UKI again. UKI arranged for another company to visit. On two occasions, the engineers failed to attend.

Mr U followed up on this and then arranged for an engineer to carry out the repair, which cost £220. Mr U complained about UKI's lack of action and the need to chase for anything to progress. He said this was while water continued to come through the ceiling. The leak only stopped because Mr U arranged for another company to visit.

When UKI replied, it partially upheld the complaint. It said it shouldn't have sent the second company when the first company had found the leak. It also accepted that Miss U had to chase for updates and there were delays in sending someone to carry out the repairs. It said it would pay the £220 cost of the repair. But it said it wouldn't pay for the water damage itself. It said there would always have been a need for the damage to be addressed privately or through home insurance. However, it offered £300 compensation for the distress and inconvenience it had caused.

Miss U complained to this Service. Our Investigator initially said UKI didn't need to take any further action. She said UKI tried to repair the leak and provided advice on how to isolate it. She said what UKI had offered in response to the complaint was fair to address the delays identified.

Mr U provided further evidence. Our Investigator assessed this and said the evidence indicated the damage was worse because of the delays. She said UKI should either repair the damage to Miss U's property or engage with Miss U to allow her to carry out the repairs. She said UKI should also pay a total of £600 compensation, which included the £300 already offered.

UKI provided further evidence that indicated some of the damage was a direct result of the leak and not the result of any delays. Our Investigator considered the evidence again and said photos showed the damage was already quite extensive before the delays, including the presence of mould. A phone call also indicated that Miss U seemed to be aware there was an issue several months earlier. So, she said she was satisfied the leak, rather than UKI's delays, was the main cause of the damage. However, she said it was still fair for UKI

to pay a total of £600 compensation because of how UKI dealt with the claim and the impact on Miss U's daily life.

As Mr U 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.

It isn't in dispute that there were delays with UKI dealing with the home emergency claim. What I've focussed on is whether UKI was responsible for damage to Miss U's home and whether the compensation it offered was fair in the circumstances.

I've listened to the phone call when Miss U first reported the claim to her buildings insurer. She said there was a pipe under the bath that had been leaking for a good while. She said she hadn't realised and thought the water on the ceiling was condensation. She said she put a hole in the ceiling because it had got so waterlogged. She had also tried to put tape around the pipe but it was still leaking constantly. She said she first noticed there was an issue the previous week, but that there had been a condensation issue since the summer. Following this discussion, Miss U was transferred to the home emergency team. But, I think this conversation showed the water leak had been ongoing for some time. I think this also indicated Miss U also thought she was likely to have to make a buildings claim for the damage.

A couple of days later, in the morning, an engineer visited to assess the leak. I've looked at the policy booklet and didn't see anything that explained how quickly an engineer would attend. However, I don't consider the timing of the visit unreasonable. The engineer isolated the water by turning it off at the stopcock and noted that Miss U would turn it on when needed. The engineer also asked UKI to authorise a quote for the repair. I've also seen the engineer's photos. These showed damage to the ceiling and mould. So, I think it's fair to say there was already damage caused by the water leak.

Miss U then chased UKI for progress. UKI arranged for an engineer from another company to visit. The engineer noted "*The PH [policyholder] has refused isolation therefore the leak is ongoing. We cannot be held liable for any damage caused as a result*" and "*Customer does not want water isolated*". The engineer also provided UKI with another quote to repair the leak.

It's my understanding that Miss U didn't want the water isolated because there were four adults living in the property. The stopcock was on the street. Mr U has said it was unrealistic to expect the water to be turned on and off given the need for each of them to wash and use water for other purposes. Mr U has also said that because of the amount of time it took UKI to try and deal with the leak that there was damage to the walls, floor and door. He also provided photos of the damage.

So, I've thought about this. The engineer explained what needed to be done to stop the leak temporarily. This was to turn the water off and only to turn it on when needed. Miss U didn't want that to happen and knew the leak would continue if the water remained on. Because the water remained on at Miss U's request, the water continued to leak. I don't think I can therefore say UKI was responsible for any further damage caused by the leak. However, I'm aware the temporary solution offered by UKI would have been very inconvenient and

frustrating for Miss U. UKI clearly showed a lack of focus and urgency in stopping the leak and allowed the claim to remain ongoing for weeks.

I've also thought about compensation. I'm aware there were four adults living in the property. However, Miss U was the only person named on the policy. So, she is the only person who I can award compensation to. I'm aware though that as well as Miss U's own distress and the impact on her mental health, she was concerned about the impact on the other people in her home.

I think UKI's handling of the claim was poor. It sent an engineer and didn't then seem to assess the quote he provided. When chased, it sent a second engineer and, again, didn't seem to assess the quote provided. Miss U had to continue to chase for progress. UKI then arranged for another company to visit, which twice cancelled the appointments. About six weeks after Miss U had first requested that an engineer visit, the leak still hadn't been repaired. Mr U then arranged for an engineer to visit, who was able to repair the leak.

So, I think UKI left Miss U in a difficult position and caused her significant inconvenience and distress. As a result, I think UKI should pay Miss U a total of £600 compensation for the impact on her of how it dealt with the claim. In my view, this is a fair amount and in line with what I would expect to be paid in circumstances like these.

My final decision

For the reasons I have given, it is my final decision that I uphold this complaint. I require U K Insurance Limited to pay Miss U a total of £600 compensation, which includes the £300 it previously offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss U to accept or reject my decision before 4 March 2025.

Louise O'Sullivan
Ombudsman