

## **The complaint**

Mr A's complaint is about the service provided in relation to a claim under his home emergency insurance policy provided by U K Insurance Limited ("UKI").

UKI is the underwriter of this policy, *i.e.* the insurer. Part of this complaint concerns the actions of the agents it uses to deal with claims and complaints on its behalf. As UKI has accepted it is accountable for the actions of the agent, in my decision, any reference to UKI includes the actions of the agents.

## **What happened**

In October 2023, Mr A contacted UKI as he had a water leak through his kitchen ceiling. UKI sent a contractor out on 8 October 2023. The contractor was unable to find the leak and said part of the ceiling would need to be removed to find it and access it. The contractor said the work required to do this was not covered by the home emergency insurance policy and Mr A should contact his home insurer.

Mr A was very unhappy with this. He says the leak was clearly just above the wet part of the ceiling and UKI should have carried out the repairs required as the cover does not exclude trace and access work. Mr A got his own contractor out the next day and provided an invoice for £204 for this. Mr A also says he got another plumber out on 19 and 20 October 2023 to carry out repairs to the pipework at a cost of £465, which he paid in cash.

Mr A says the delay in UKI completing the repairs meant the damage was worse than it would otherwise have been and there was a large hole in his kitchen ceiling with wires hanging down and pipes exposed for some time. Mr A wants UKI to compensate him for loss of his kitchen and to pay for the kitchen ceiling to be repaired.

UKI did not accept it had done anything wrong but asked for copies of the invoices Mr A had incurred and said it would consider these for payment.

As Mr A remained unhappy, he referred the matter to us.

One of our Investigators looked into the matter. She did not recommend the complaint be upheld because, while the home emergency section of cover did not specifically exclude trace and access cover, she was satisfied it was not covered. The Investigator did not therefore consider UKI needed to make any payment to Mr A.

Mr A did not accept the Investigator's assessment, so the matter was passed to me.

I issued a provisional decision on the matter in November 2024. I provisionally decided that the policy wording does support that UKI should have done more to access and repair the leak on its first visit in October 2023. In my first provisional decision, I considered what difference this had made to Mr A's position and what needed to be done to put this right. I provisionally determined that UKI should reimburse the £204 Mr A said he'd incurred in having this repair done the day after UKI's visit. I did not think there was enough evidence that the other cash payments Mr A referred to were required to do work that should have

been covered under this home emergency claim with UKI. I also did not think that UKI was responsible under the home emergency cover for putting right the damage caused by accessing the leak (*i.e.* the ceiling) or that it was responsible for any water damage, as the leak had been stopped promptly. I did however consider that an additional £75 compensation was warranted.

I have set out my provisional findings about these matters below:

“Mr A’s home emergency policy provides for emergency assistance as a result of various home emergency situations including plumbing issues. It is not disputed that the leak in Mr A’s kitchen in October 2023 constituted an emergency in line with that cover. However, what is in dispute is whether UKI’s contractor should have removed part of the ceiling in order to find and expose the leaking pipe. UKI says that this would have amounted to “trace and access” work which is not covered under the home emergency policy.

Mr A vehemently disputes this. He says the home emergency section of cover does not exclude work required in order to trace and access the leak. He also says he would have opened up the ceiling himself, so the repair could have been carried out at that first visit.

I agree that opening up the ceiling would amount to trace and access work. However, the home emergency policy does not say anything about trace and access work, either to confirm it is covered or to state it is excluded.

UKI says the fact it is not mentioned means it is not covered and the Investigator agreed with this. I can see some force in that argument. However, having considered everything carefully, I do not think this is a reasonable interpretation of the policy cover. I will explain why.

The policy provides for emergency assistance in the event of one of various specified emergencies. Emergency assistance is defined as:

*“Emergency Assistance – means work undertaken by an Authorised Repairer to resolve the Emergency by completing a repair to temporarily or permanently rectify, repair or prevent further damage occurring by making safe the Emergency where possible. It does not include the restoration of any decoration, fixtures, fittings or landscaping (e.g. fitted kitchen units, floor coverings/tiles, flowerbeds) or the permanent re-instatement of pathways and driveways needing to be removed or replaced in order to deal with the Emergency.”*

In my opinion, the fact the above definition specifically states that restoring fixtures and fittings, floor coverings, units and decoration etc that needed to be removed in order to deal with the emergency would not be covered, implies that the work done to remove them in order to deal with the emergency would be covered. If UKI wanted to exclude cover for trace and access work, it would be easy for it to include wording to that effect.

The exclusion of trace and access work – in the context of a policy that covers home emergencies resulting from leaking pipes - would be a significant restriction of cover.

It seems to me that, given the absence of any specific wording about trace and access and the definition of “*emergency assistance*” set out above, it would be a reasonable expectation that, in the context of a policy that provides emergency

assistance for leaks, there would be cover for finding and exposing the source of the leak.

Mr A has provided a copy of an invoice for £204 for work to “*Open Ceiling in kitchen fix the leak from pipe*”. There’s nothing on the face of it to suggest the costs set out on that invoice are unreasonable, so I think this should be reimbursed together with interest at our usual rate.

Mr A has also provided evidence of further plumbing costs but there is no evidence as far as I can see that these further costs would have been covered under the policy, given the leak had apparently already been fixed on 9 October 2023.

I also consider that the sum of £75 should be paid as compensation for the trouble caused by the handling of this claim, including the fact Mr A had to arrange his own contractor.”

Mr A did not accept my provisional decision. He said that continuing breaches of the policy has caused damage and disrepair to his property for many months. Mr A provided quotes and bills from contractors for major alteration and reinstatement works to his property. Mr A said a substantial award should be made for the fact his kitchen was in a state of disrepair for several months with a large hole in the ceiling and wires hanging down.

Mr A also provided a copy of an email from the contractor firm he instructed to fix the leak which said the invoice for £204 was still outstanding in March 2024. Mr A says he paid the plumber in cash.

UKI did not accept my provisional decision either. It maintains that it acted in line with the policy but said that, in any event, it offered to reimburse Mr A’s own plumber’s invoice but Mr A did not provide it. UKI does not agree to reimburse the cost currently because it would need to see a proper invoice and not a bank statement to show cash withdrawal, which it says does not prove anything.

I issued a second provisional decision on the matter in January 2025. I still considered that UKI should have done more to repair the leak on its first attendance, however, I did not think there was enough evidence that Mr A had paid the cost of the repair of £204. I also did not consider that the other cash payments Mr A provided some evidence about related to any repair that UKI should have done under the home emergency insurance cover. I remained of the opinion that the £204 invoice was for work that should have been done by UKI, but I did not think UKI could reasonably be asked to pay that amount without proof that Mr A has paid it. I also remained of the opinion that UKI was not responsible for any further repairs, as the policy only covers work needed in order to alleviate the immediate emergency.

I have set out my provisional findings about these issues below:

“Mr A provided us with an invoice from the plumber for this work [the £204 invoice]. However, in response to the provisional decision he has provided a copy of an email from the contractor firm to say the invoice was still outstanding for payment in March 2024.

Mr A also provided a copy of his email reply to the contractor in which he said:

*“unfortunately your worker failed to do the work properly and required payment in cash from ... [Mr A’s wife] to do the works. He said he had left employment with you. I can let you have evidence of payments. We still have a big hole in the ceiling with pipes exposed.”*

There is no independent evidence to support that Mr A paid for this repair. None of the text messages or bank statements he has provided appear to relate to this attendance.

While Mr A will undoubtedly have had the leak fixed, if he has no evidence he paid for it to be fixed then there is no financial loss that UKI can be required to reimburse.

Having considered everything again, I intend to make one slight change to my provisional decision and require UKI to reimburse the £204 invoice on proof that Mr A has paid it.

Mr A also said his plumber came back twice more to complete the repair:

*"He came 2 hours on 19th October 2 x £70 and asked £140  
And then came back 3 hours on Friday 20th October and asked £325  
That's a total of £465".*

Mr A says the plumber told him he had been sacked from his company, so there is no invoice for the later appointments. But Mr A has provided copies of some text messages and bank statements that he says support that this work was related to the claim and that he paid cash for the work.

A screenshot shows a text message from Mr A's wife to someone entered as "...plumber" on her phone dated apparently 19 October 2023 which says *"thank you coming today please confirm you received £140 pounds for two hours work in our house"* and another text message exchange on 20 October 2023, which says *"thank you for coming to repair our heating..."*.

Mr A has also provided bank statements to show cash withdrawals of £200 on 19 October 2023 and £340 in cash on 20 October 2023.

The text messages do not establish this work was related to the initial leak. The text message says it was to do with the heating system whereas the evidence suggests the initial leak was a mains supply pipe. In addition, nothing in the evidence provided supports that this work was required to stop the leak.

The home emergency cover is just to alleviate the immediate emergency. Mr A's policy says:

*"If you suffer an Emergency at your home ... we will ... Organise and pay up to £750 including VAT, for the call-out of an Authorised Repairer ... labour, parts and materials to carry out Emergency Assistance at the Home."*

"Emergency Assistance" is defined as being:

*"work undertaken by an Authorised Repairer to resolve the Emergency by completing a repair to temporarily or permanently rectify, repair or prevent further damage occurring by making safe the Emergency where possible. It does not include the restoration of any decoration, fixtures, fittings or landscaping (e.g. fitted kitchen units, floor coverings/tiles, flowerbeds) or the permanent re-instatement of pathways and driveways needing to be removed or replaced in order to deal with the Emergency."*

The invoice for the initial work done says the leak was fixed on 8 October 2023. As

UKI is only responsible under this policy for alleviating the immediate emergency (*i.e.* stopping the leak) I am still not persuaded on the current evidence that it is responsible for these further costs.

#### Damage to Mr A's property

Mr A also says that UKI's failings have caused significant damage to his property and loss of use of the kitchen, warranting significant compensation. Mr A has provided quotes and bills from contractors for substantial "*alterations, repairs and reinstatement*" works to many parts of his property starting in mid-2024.

However, having considered everything carefully, I do not consider that there is any convincing evidence that any of this work was required solely and directly because of UKI not fixing the leak in October 2023. I will explain why.

Mr A has confirmed that the water was gushing through the plasterboard until it was switched off at the mains and Mr A got his own contractor out the next day who removed part of the ceiling and repaired the leaking pipe. Any damage done as a result of the initial leak is not the responsibility of UKI. As set out above, the home emergency cover is intended to alleviate the immediate emergency in order to prevent further damage to the property. So any loss which is a natural consequence of the insured event is not covered by the home emergency cover.

Mr A has also stated that there was a hole in the kitchen ceiling and wires hanging down for several months. UKI would not be responsible for reinstating and making good the ceiling.

The ceiling needed to be removed in order to repair the leak, so again this would be a natural consequence of the leak itself and not the result of anything UKI did wrong. Mr A's home insurance policy might cover the damage caused as a result of the leak but that is not something I can determine in this complaint which is about UKI's handling of the claim under the home emergency insurance cover.

Mr A has also provided quotes and invoices for significant work done to his property and says he has had further repairs done to the pipework to ensure no further leaks occur.

After the alleviation of the immediate emergency, UKI is not responsible for any improvement or preventative works to ensure there are no future problems. And I have not seen any evidence that UKI is responsible for any of the damage to the kitchen. Similarly, any loss of use of the kitchen (which has not been established) would not be UKI's responsibility either.

I do not therefore consider that any award is warranted for this.

Mr A has complained about being asked to sign the contractor's handheld device without being able to read the report. He says we should make a finding that this is an unacceptable practice. I do not have the power to require a financial business change its processes or practices, as we are not the regulator, and I do not have the power to make a punitive award. While I appreciate this may have caused him some frustration, I do not consider that it warrants any award.

Mr A has also given details of a previous complaint he made to UKI about a claim that also involved a dispute about trace and access. I was aware of the previous complaint. Mr A had referred to it in his complaint form about this complaint.

However, this decision is only about the current complaint, which is how the October 2023 claim was dealt with, so I cannot consider the previous issues although I acknowledge Mr A's annoyance about this matter may be greater having had a similar past experience.

Having considered everything carefully again. I remain of the opinion that an additional sum of £75 is appropriate compensation to reflect the trouble caused to Mr A, including the fact he had to get his own contractor to repair the leak."

## **Responses to my second provisional decision**

UKI confirmed it accepts my second provisional decision.

Mr A does not accept my provisional findings. He confirmed that the contractor has agreed not to pursue a claim for the outstanding invoice from October 2023. Mr A has also sent further photographs of the hole in his ceiling and the wires exposed and hanging down. He has also made a number of points in response to my provisional decision. I have considered everything he has said and have summarised his main points below:

- The complaint has been determined without reference to the "*words and purpose*" of his insurance contract. This has resulted in dismissal of his justified complaint and my provisional decisions are inaccurate and misleading.
- He is over 70 with a heart condition and his son is disabled. The purpose of the policy is to provide peace of mind and free him from anxiety and distress in the event of an emergency in his home. UKI failed to do this and instead aggravated the distress and anxiety by leaving him on a Sunday with no plumber or electrician. There should be a proper award of compensation to reflect this. This part of the purpose of the contract has been disappointingly and mistakenly overlooked.
- Part of the contractual undertaking is to provide an authorised repairer and restore his home. Instead, he was left with a leaking ceiling and an unsafe kitchen. He had diminished enjoyment from the family home which continued after his plumber's two hours work.
- The Financial Ombudsman Service does not award less than the County Court. Our statutory purpose is to avoid the need for policyholders to litigate and for that there must be an adequate award with compensation for diminished enjoyment of the family home. Overlooking this causes the need for litigation and is mistaken.
- No electrical work has yet been carried out.
- It is not necessary for UKI's breach of contract to be the sole cause of his losses, it is sufficient if the breach or continuing breach (of UKI not providing an authorised repairer) was probably an effective cause of the loss he is claiming.
- Mr A has provided a copy of an email from his contractor dated 20 January 2025 that says he carried out work on the leak to make the kitchen safe at a cost of £826 plus VAT; and an email from the same contractor referring to an invoice for £13,671.
- Mr A also said that the quote from the same contractor was the same as the cost for "*Leak 1*", and provided an invoice for £2,757.60 dated 29 May 2020.
- He is entitled to compensation in respect of the electrical and plumbing work and to having guaranteed work so, if it is defective, he has contractual recourse against the repairing firm. UKI says "*we only use approved repairers*", so it is a key feature of the insurance that it is responsible for their work.
- UKI's contractor's conduct in procuring his signature on a handheld device was underhand and should be taken into account in the award for distress, upset and anxiety.

Mr A's wife has also written an email to say she paid the plumber £140 cash for the first call

out but it continued to leak. Mr A says that unlike an authorised repairer provided by UKI, the plumber could not guarantee his work, so he decided to get another contractor to do the work. The second contractor sent a plumber and electrician who carried out the work over several days.

Mr A has also provided another email sent to him from his wife which sets out another text message his wife says she sent to the first plumber he employed eight days after his first attendance, stating the pipe was still leaking.

### **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.

I remain of the opinion that UKI should have done more to access and repair the leak on its first visit in October 2023. As it failed to do so, Mr A had to arrange his own plumber to access and stop the leak.

Mr A had told us that he paid £204 for the leak to be accessed and repaired. However, he then said that the invoice he had provided to support this had in fact not been paid but his wife paid the plumber cash instead.

I considered all the evidence Mr A provided to support this. However, none of the evidence refers to a payment in cash of £204 to the plumber. In the more recent evidence provided, Mr A's wife says she paid the plumber £140 cash for this (instead of the £204 previously stated and set out in the invoice provided). Therefore, even though I agree that UKI should have done this work for which the plumber charged £204, as there is no convincing evidence that Mr A paid this, and he has confirmed this invoice has now been written-off, there is no financial loss for UKI to currently pay.

Mr A also said that the repair was not done properly in any event and he had to pay the first plumber to return twice to do more work, at an additional cost of £465 (£140 on 19 October 2023 and £325 on 20 October 2023). I considered the evidence provided about this in my second provisional decision. I did not consider there was enough evidence to show that these amounts were related to the repair required to stop the leak. (This was because the text from Mr A's wife to the plumber on 19 October 2023 refers only to him attending for two hours and nothing about the work that was done; and the text between them on 20 October 2023 refers to the plumber having attended that day to repair the heating, not the leak in the kitchen.)

In response to my second provisional decision, Mr A has provided an email from his wife to him. The content of the email appears to be relaying the content of another message she says she sent the plumber. The email says:

*"I hope you are well. It's ... the ... lady whom you came to see last week end (8 days ago) for a leak of the ceiling in the kitchen. Unfortunately it has not changed. It's still leaking a little bit and it does not leak more when we take a shower. Do you think that you could help? And also repair my broken sink as we discussed. Let me know how we can get organised. I look forward to seeing you soon."*

This has not been provided before. There is nothing to say when this message was sent to the plumber, as no screenshot has been provided unlike the other messages. As stated, the content set out above was in an email from Mr A's wife to him. But even if I accept it was sent to the plumber in October 2023, and was the prelude to the plumber re-attending on 19 October 2023, I don't think it establishes that UKI should be responsible for any further

payment. The evidence around what the plumber did and payments to him is not clear. The payment of £140 for this attendance would seem to include work done to a sink and there is no reliable independent evidence that this attendance was required to alleviate the immediate emergency of the original leak.

In addition, Mr A has recently ~~also~~ provided an email from his building contractor who he says did some further work in relation to the leak (at a cost of £828 plus VAT) which should be reimbursed by UKI. It is the same contractor that carried out the renovations and restoration of Mr A's property. The contractor says:

*"This work consisted of inspecting the pipes to see whether the leak had been cured, doing work to the actual pipe and refitting the electrics which had been damaged. Water had infiltrated the electricals in the ceiling. The work which should have been done as part of dealing with the Emergency created by the burst pipe should have included this work as part of making the kitchen safe. This is because of the hazards of leaving the kitchen in this state. Dealing with the burst pipe in the ceiling is time consuming and required both a plumber and an electrician. A plumber cannot perform electrical work and this Emergency required also an electrician. I have estimated the costs and the amounts incurred by Mr A ... with ...[us] to rectify the Emergency putting the kitchen into a safe state. We had to instruct both a plumber and an electrician to deal with this Emergency, any reputable firm would have used both a plumber and an electrician to make the house safe. It would have been necessary for the plumber to spend 8 hours and an electrician 2 hours, these works cost £828.00 + Vat. When I saw the kitchen the Emergency had not been fully addressed. The work required to address the Emergency could not have been completed for only £140.00."*

Mr A has also provided copies of various invoices from this contractor but none specify the work that they say they did in the message quoted above, as far as I can see.

One document from the contractor, which looks like a quote for significant restoration works totalling around £100,000 says in relation to the kitchen: *"repair hole to ceiling £340"* and *"secure and lag pipework as much as possible £720"*. Mr A suggested in an email to us on 30 December 2024 that this was what he considers should be paid by UKI. The document also lists other work to the kitchen, including taking down the existing ceiling and plaster boarding and skimming the ceiling, although these are then crossed through. As stated, repairing the ceiling is not provided for under the policy with UKI that is the subject of this complaint; and the reference to securing and lagging pipework does not establish that this was work required to alleviate the emergency. It also does not accord with what the contractor said was done in the email above.

It may be that more work (than was done on 9 October 2023) was required on the pipework to do a permanent repair. However, again UKI was only obliged to alleviate the immediate emergency, which might not be the same work required to achieve a full permanent repair.

Having considered everything, carefully, I am not persuaded that the above information is enough evidence that Mr A paid for work by this contractor that should reasonably have been carried out under the policy with UKI in October 2023.

In my opinion, the best evidence provided is the invoice Mr A submitted from the plumber that stated that the day after the leak was reported to UKI (so on 9 October 2023) he attended and took the ceiling down to *"fix the leak from pipe"*. Nothing in the evidence provided to me supports that any of the other work done was work that should have been done under the policy with UKI.



### Should UKI have sent an electrician to Mr A's property in October 2023?

Mr A has also said that UKI failed to carry out any work on the electrics under the policy. This wasn't part of the initial complaint to us, as far as I can see, but I note the policy defines emergency as:

*"Emergency – means an incident in the Home, which if not dealt with quickly will: ...*

*c) leave the Home with a total loss of its Main Source of Heating, lighting, or hot or cold water".*

I have not seen any evidence that Mr A would have been left with a total loss of lighting in the home, rather than some lights in the kitchen affected. Therefore I am not persuaded that this was something UKI should have done.

### Damage to Mr A's property

I agree with Mr A that if a breach of the policy terms caused him loss, then UKI will be responsible. He is also correct that it doesn't have to be the sole cause of any such damage. However, I do not think it has been established that the breach of contract – which I have provisionally determined was the failure to carry out repairs at the first visit on 8 October 2023 – did cause, or contribute to, the losses Mr A is claiming.

Mr A has said that part of the purpose of the *"contractual undertaking to provide an authorised repairer ...[and] restore the family's home to them"*. Mr A has also said that UKI's failings caused significant damage to his property and he provided quotes and bills from his contractor for substantial *"alterations, repairs and reinstatement"* works to many parts of his property.

However, the policy does not provide that the home be restored. As stated in my provisional decisions, the policy only provides for the work required to *"resolve the emergency by completing a repair to temporarily or permanently rectify or prevent further damage occurring by making safe the emergency where possible"*.

The policy also clearly states that it does not cover work required to restore any decoration, or fixtures and fittings damaged in the process of carrying out such a repair. That might be covered under Mr A's buildings insurance cover.

So while I appreciate the kitchen ceiling was damaged in order to access the leak, the home emergency cover with UKI does not cover making good any damage caused in order to deal with an emergency. And there is no reliable evidence that any unnecessary damage was caused by UKI's contractors, or by Mr A's plumber, when accessing and repairing the leak in October 2023. Therefore, UKI is not responsible for the fact there was a hole in the kitchen ceiling and wires hanging down for several months and is not responsible for reinstating and making good the ceiling.

As set out in my provisional decision, Mr A has confirmed that the water was gushing through the plasterboard until it was switched off at the mains and Mr A got his own contractor out the next day who removed part of the ceiling and repaired the leaking pipe. As the water was *"gushing"* through the ceiling when Mr A first noticed the leak, damage would have been done to the kitchen as a result of the leak, which would not be UKI's responsibility. Again, this is because, the home emergency cover is intended to alleviate the immediate emergency in order to prevent further damage to the property. So any loss which is a natural consequence of the insured event is not covered by the home emergency cover.

I have considered everything Mr A has provided but there is no reliable evidence that the leak was made worse, or that the failure to stop it on 8 October 2023, caused damage to Mr A's property that would otherwise not have been the case.

I say this because, the evidence provided to me is that the mains supply was turned off on 8 October 2023 and then Mr A's plumber attended the next day. So while there was a delay of a day before the leaking section of pipe was accessed and repaired, the evidence is that the mains supply had been turned off and there is no reliable evidence provided to me that the delay of a day caused, even in part, any additional damage to Mr A's property.

In addition, even if there was additional water damage caused, none of the bills or quotes Mr A has provided specify that they are for the repair of water damage caused as a result of this delay, or anything done wrong by UKI's contractors or the plumber. The bills and quotes are for substantial renovation and alterations works to several rooms inside the property and some external work. There is reference to repairing the access hole and securing and lagging the pipework as well as replastering the ceiling but there is also reference to substantial renovation of the kitchen, (including removing the tiled floor, new sliding doors, new island unit and removing the kitchen units *"necessary for undertaking the works in opening up the kitchen wall"*). (It is also not clear if any of this work was carried out as they are crossed through in the quotes I have seen.) There is no independent reliable evidence that any work was required as a result of UKI's failure to access and repair the leak on 8 October 2023, or anything done wrong by the plumber that Mr A employed to access and repair the leak on 9 October 2023.

Therefore, I remain of the opinion that I do not think UKI needs to pay for restoring the kitchen ceiling, or any other work on the property, it also follows that I do not think it is responsible for any trouble caused, including loss of enjoyment, by the ceiling not being repaired for some time.

### Guarantees

Mr A's policy states that UKI will provide an *"Authorised Repairer"* defined as being: *"a person, company or organisation appointed by us to temporarily or permanently rectify, repair or prevent further damage by making safe the Emergency where possible."*

UKI would be responsible for anything done, or not done, wrong by any authorised repairer it provided. However, the policy doesn't state that any guarantee will be provided for the work carried out, beyond reasonable expectations of a competent repair.

Mr A has said the plumber he got in to repair the leak in October 2023 didn't do the work properly. As set out above, and in my provisional decisions, there is no reliable evidence in my opinion that Mr A's plumber came back out to do more work on the initial leak, or that if he did, any work done at any such further attendance was required to alleviate the immediate emergency of the original leak. And also as set out above, there is no reliable evidence that the plumber, or any other contractor, had to put right anything the plumber did or did not do correctly. I do not therefore consider there was any detriment caused to Mr A as a result of the fact he had an independent plumber stop the leak, rather than one of UKI's approved repairers.

### Compensation

Mr A has also again raised his concerns about the way in which he was required to sign UKI's contractor's handheld device without being able to read the report. He says this should be taken account of in determining appropriate compensation in this case. Again, while I

appreciate this may have caused him some frustration, I do not consider that it warrants any award.

Mr A also says I have overlooked the fact that the policy was to provide peace of mind and to negate the need for him to have to find his own contractors in the event of a home emergency and he should be appropriately compensated for the impact of UKI's breach of the policy has caused him. Mr A has highlighted his personal circumstances that mean the impact was considerable.

I have considered the impact on Mr A of the failure to repair the leak when they attended and agree that some compensation is warranted. I accept that it would have been frustrating and inconvenient having to get his own contractor out. But they were able to do so and the emergency was resolved relatively quickly. The compensation I proposed is in line with our awards for similar scenarios.

Having considered everything carefully, I remain of the opinion that an additional sum of £75 is appropriate compensation to reflect the trouble caused to Mr A, including the fact he had to get his own contractor to repair the leak.

### **My final decision**

I uphold this complaint against U K Insurance Limited and require it to pay Mr A the sum of £75 compensation for the distress and inconvenience caused by its handling of the claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 2 July 2025.

Harriet McCarthy  
**Ombudsman**