

The complaint

Mr and Mrs S complain that U K Insurance Limited (“UKI”) caused further damage when it repaired a leak under their home emergency policy.

Mr and Mrs S had buildings and contents insurance, underwritten by UKI, which included cover for home emergencies. The policy was in joint names. For ease of reading, I’ll refer mainly to Mr S throughout. Reference to UKI should be taken to include its agents.

What happened

Mr S claimed under the home emergency policy after identifying a leak from his bathroom tap. UKI attended four days later and replaced the tap. The following day, Mr S found water running down his walls and through the ceiling below the tap that UKI had replaced. He claimed under his policy again and UKI repaired the leak.

Mr S said the second engineer confirmed the first one hadn’t sealed the tap properly. So he complained to UKI and asked it to pay for repairing the water damage.

UKI said the second leak wasn’t from the same part of the tap, so it didn’t think it was responsible for the water damage. However, UKI didn’t think it had responded to Mr S’s original emergency as promptly as it should’ve done, so it paid £350 compensation. UKI also offered £75 in recognition of avoidable delays in its communication with him.

At first, our investigator didn’t think UKI had done anything wrong in respect of the leak, and he said the compensation paid was more than he would’ve recommended for the delay. On receipt of plumber reports supplied by Mr S, our investigator changed his mind. He said UKI should:

- cover the cost of the water damage repairs
- cover the cost of the engineers’ reports
- pay £500 in compensation

UKI didn’t agree so the complaint was passed to me to decide.

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.

In considering this complaint I’ve had regard to the relevant law and regulations; any regulator’s rules, guidance and standards, codes of practice, and (where appropriate) what I consider was good industry practice at the time. I won’t comment on every piece of evidence, and our rules don’t require me to. Instead, I’ll comment on what I think are the key events and explain the reasons for my decision.

The relevant regulator’s rules say that insurers must handle claims promptly and fairly. And that they mustn’t turn down claims unreasonably. The policy sets out the detail of the

contract between Mr S and UKI, so I've had regard to what UKI ought to have done in line with the policy.

There's no dispute that UKI attended to repair a leak on two separate days, or that the tap and cartridge were replaced on the first repair. The dispute is whether the second leak was from the same place and, if so, whether UKI is responsible for a failed repair.

UKI said its engineer identified the second leak coming from an internal joint behind the tiles which was stripped down and sealant was removed and replaced.

We attended as a recall and found that there was a leak on the internal joint behind the tiles. Engineer striped this down and installed PTFE tape to the joint, reinstated services and tested. On arrival, there was no leak from the new cartridge and this was not related. There was no PTFE used on the initial visit and this leak is purely a coincidence.

The first of Mr S's engineers reported that the leak had arisen due to "insufficient use of ptfе tape on threads" or an "unchecked internal joint behind tiles". The second engineer said:

looking at the fitting it's not a straight forward job as the rear body of the tap has to really be threaded in to the back plate which is fixed to a stud wall behind the bathroom tiled wall and in order to fit this tap it requires really tightening into the back plate with enough ptf tape and sealer and requires a thorough inspection after fitting.

This engineer went on to describe the pattern of water damage and why he thought it was caused by a failed repair.

I accept that Mr S's engineers attended after the second repair and could only reach conclusions based on what was likely to have caused the leak. However, I'm persuaded by the two reports, in particular the description of how it wouldn't be straightforward to thread to the back plate behind the tiled wall. I've thought about UKI's report and in particular the comment that there was "no new leak from the cartridge". But I don't think the second leak was considered to be from the cartridge – rather that it was a result of failing to sufficiently retighten or reseal the whole installation first time round. So, on balance, I think it's more likely than not that the water damage resulted from an insufficient first repair.

If UKI had completed a lasting repair on the first visit, it's unlikely Mr S's home would've suffered water damage. Given that the damage could've been avoided, I can understand why Mr S thinks UKI ought to be responsible for the cost of repairs. I can also understand why he wouldn't want to make a claim under his buildings insurance. In its response to our investigator, UKI said there would've already been damage that warranted a buildings insurance claim. It pointed out that Mr S had reported using buckets and towels to isolate the leaking water prior to the first repair. However, I note that Mr S said he stopped using that tap to prevent damage. And as UKI said, he used buckets and towels to isolate the leaking water. I consider that to be more indicative of Mr S preventing damage.

It's worth noting that if damage had been caused prior to the first repair, at least part of that could be attributed to UKI's delay. UKI confirmed its response time should've been six hours. It attended on the fourth day.

As I've decided UKI was likely responsible for the failed repair and resultant water damage, I think it's fair that UKI completes, or pays for, the repairs.

I've considered the shortfalls UKI acknowledged in its response to Mr S's complaint which include a delay attending for the first repair and avoidable delays in communicating with him.

In total, UKI offered £425 compensation. If I'd decided that UKI wasn't responsible for the water damage, and the shortfalls were limited to the delays it identified, I would likely have required compensation in the region of £100. However, in the circumstances I think UKI's offer is nearer to what I'd expect in recognition of the delays and inconvenience caused – particularly in light of Mr S's personal situation of which UKI was aware. Our investigator recommended £500, and I think that's fair and reasonable in the circumstances. To be clear, this is in total, not in addition to anything UKI has already offered and/or paid.

Finally, I've thought about UKI's comments about the accreditations of Mr S's engineers. I haven't seen anything to cause concern and I'm not persuaded that the means of advertising services is relevant here. As I've relied on Mr S's engineers' reports to reach my decision, and he paid to have the reports done, I think it's fair that UKI covers the cost on receipt of proof of payment from Mr S.

My final decision

For the reasons given, my final decision is that I uphold Mr and Mrs S's complaint and U K Insurance Limited must:

- repair, or pay reasonable repair costs on receipt of proof of payment for, the water damage;
- on receipt of proof of payment, reimburse Mr and Mrs S for the independent reports they obtained to prove their claim, and
- pay a total of £500 compensation for the inconvenience and distress caused. If UKI has already made a payment, it should deduct that from the overall compensation and pay the remaining amount to Mr and Mrs S.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 5 May 2025.

Debra Vaughan
Ombudsman