

## **The complaint**

Mrs S has complained about the service provided by UK Insurance Limited ('UKI') under her home emergency insurance policy. For the avoidance of doubt, the term 'UKI' includes reference to UKI's agents and contractors for the purposes of this decision.

## **What happened**

In March 2024, Mrs S noticed a leak from the dishwasher waste pipe under her kitchen sink. She telephoned the emergency callout service provided by UKI. UKI's plumber attended Mrs S's home and placed tape around the leak above a cupboard and said that this had fixed the problem. In July 2024, Mrs S noticed she couldn't shut the cupboard doors under then kitchen sink and noticed warping and damage to the cupboards. She didn't think that UKI had carried out a satisfactory fix, and that this failure had caused further damage.

The unit under the kitchen sink then needed to be replaced, and Mrs S was willing to claim for this under her home insurance policy, but she had to pay £450 excess towards the claim, which has annoyed her and affected her financially. When she complained to UKI, it refused to reimburse the amount of £450 as it didn't consider that there was any evidence that the original repair had failed.

Mrs S was unhappy about the outcome of her complaint and referred it to this service. The relevant investigator upheld Mrs S's complaint and felt that UKI should pay £450 in relation to the excess. The investigator also felt that UKI should pay £150 compensation and also to remove the claim from the relevant database so as not to affect future premiums.

UKI didn't agree with the outcome of the complaint. The matter has now been referred to me to make a final decision in my role as 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.

The key issue for me to determine is whether UKI acted in a fair and reasonable manner in refusing to reimburse the excess amount to Mrs S. I don't consider that UKI has acted in a fair and reasonable manner. In reaching this decision, I've considered the submissions of the parties as summarised below.

I turn firstly to Mrs S's submissions. When the plumber said that he'd fixed the problem, Mrs S thought it would have been rude to check his work and so she trusted him at his word. It was only in July 2024, when the warping of the cupboard doors became apparent, that she carried out a further inspection. She said that she found the top shelf to be wet and the plinth at the bottom of the cupboard was flaking and rotted when touched. She found that the waste pipe was still leaking *'but not as much as it was in March but enough to, over a period of time, to have continuously wetted the shelf and the cupboard as a whole and the base of the cupboard to cause warping over several months.'* She hadn't noticed the leak earlier, as

it was a small leak and at the back of the cupboard. Mrs S had to replace the unit under the kitchen sink at a cost of approximately £1000.

I now turn to UKI's submissions in response to Mrs S's complaint. It explained that its engineer had attended in March 2024 and inspected all the pipework under the sink and removed the waste pipe and applied tape on the thread to make it watertight. He then reinstated the waste pipe. UKI stated that when Mrs S again reported a leak in July 2024, its agent attended and replaced a leaking dishwasher hose. The following day, Mrs S called back as there was still a leak, and the agent again attended and tightened a loose nut. UKI considered that there was no evidence from its agents' reports to confirm that the July leak was the same leak as the original, or that the previous repair had failed.

UKI said that if a leak occurred four months later than the original leak, and in allegedly the exact same area, it would have been noticed sooner. It therefore didn't consider that Mrs S had mitigated matters during the intervening period. In addition, it considered that the original incident for which Mrs S had claimed would have caused damage. UKI's case notes indicate that certain photographs showed quite bad damage, so it was unsure how Mrs S didn't notice the damage sooner. UKI therefore declined to pay Mrs S's excess of £450.

I now turn to the reasons for upholding Mrs S's complaints. In cases of this nature, we would usually find the expert reports produced by the parties to be persuasive in the absence of other evidence. In this case, I have checked the reports produced by UKI's engineers both of March and July 2024. These reports are brief and don't describe any damage to the cupboards. The report of March 2024 merely indicates that the work area was left in a clean, safe and tidy condition. It notes that the waste pipe from the dishwasher was leaking and that the engineer applied tape on the thread to make it watertight and he reinstated the waste pipe. It goes on to say that all other pipes were checked for leaks, but none were found. The reports of July 2024 states that a leaking dishwasher hose was replaced, and then a loose 'trap' nut was tightened.

In the absence of a specific note in the reports, I've no reason to doubt Mrs S's account that the engineer who attended her home in March 2024 had confirmed that he'd fixed the leak. If an insurer's agent carries out a repair which later fails, or wrongly diagnoses the source of a problem, then this can cause problems, including delays and further damage. If a repair isn't lasting and effective, this service would expect insurers to correct the issue or reimburse the consumer for the costs of doing so.

In this case, the leak reports are just four months apart, and both appear to be connected to the dishwasher in Mrs S's kitchen. I consider it likely that a leak from a single source had been going on for quite some time, and possibly before March 2024, as it had caused cupboard to warp and for its structure to become rotten in places. Whilst there is a slight possibility that two leaks had coincidentally occurred, I consider this to be unlikely. The most likely scenarios are that the leak was due to a leaking hosepipe and/or loose nut all along, or that the March repair hadn't been entirely satisfactory. In the first scenario, the first engineer would have had misdiagnosed the problem. In the second scenario, his repair hadn't been lasting and effective, although he'd indicated that the problem had indeed been fixed.

I acknowledge UKI's position that much of the damage to the cupboards may well have happened prior to, or in connection with, its involvement in March 2024, and I haven't seen photographic evidence to show the extent of any damage in March 2024, and then in July 2024. I accept Mrs S's evidence however that it was the warping of cupboard doors in July 2024 that alerted her to a problem which was causing damage. As such, I consider it very likely that the cupboard damage had got much worse during the intervening four-month period. I also note UKI's view that Mrs S hadn't mitigated damage during this period. I'm

persuaded however by Mrs S's evidence that the leak was at the back of the cupboard and that her cleaning products were at the front, so the on-going problem hadn't been apparent.

It's possible that Mrs S may have needed to pursue a claim under her home insurance and to pay an excess in any event to replace her damaged cupboard. On balance however, I'm persuaded that the damage did worsen considerably over the four-month period, leading to structural damage and warping. Had UKI's engineer correctly addressed the problem in March 2024, it's likely that a claim for significant damage wouldn't have been necessary, and as a result Mrs S wouldn't have needed to pay the excess of £450

In conclusion, I'm satisfied that UKI should reimburse Mrs S £450 in relation to the cost of the excess which she would not otherwise have had to incur. It should also remove the home insurance claim from the relevant database so as not to affect future premiums. Finally, I'm also satisfied that it would be appropriate for UKI to pay an additional £150 in compensation to Mrs S for the distress and inconvenience caused by the avoidable delays and inconvenience caused to her due to UKI's service failure.

### **My final decision**

For the reasons given above, I uphold Mrs S's complaint, and I require UK Insurance Limited to do the following in response to the complaint:

- Reimburse Mrs S the £450 paid in relation to her home insurance excess,
- Ensure that the home insurance claim is not recorded on the relevant database, so as not to affect future premiums
- Pay £150 compensation to Mrs S for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 12 June 2025.

Claire Jones  
**Ombudsman**