

The complaint

Mr and Mrs N complain about the handling of their home emergency claim by U K Insurance Limited trading as Privilege ('UKI').

Any reference to UKI includes the actions of its agents.

What happened

Mr and Mrs N hold home emergency cover with UKI. A basin tap leaked and damaged the ceiling below. Mr and Mrs N say they were able to isolate the leak themselves at the basin. They then made a home emergency claim. UKI arranged for a plumber to attend, but as the leak had already been isolated, Mr and Mrs N say the plumber didn't carry out any work. The plumber refused to repair or replace the tap.

Mr and Mrs N arranged for their own plumber to replace the tap which cost over £200. But they thought UKI should have covered this cost, so they complained to the assistance company. The assistance company said repairs to the tap weren't covered but said it couldn't escalate their complaint as UKI underwrite the policy. Mr and Mrs N brought a complaint to this service.

Our investigator looked into things but didn't recommend the complaint be upheld. She thought UKI had dealt with the claim in line with the policy terms and didn't need to replace the tap.

Mr and Mrs N didn't accept our investigator's findings and so the matter has been passed to me for a decision.

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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims promptly and fairly. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mr and Mrs N's complaint.

The policy says the following about what is covered:

*'If there is an **emergency in your home**, when you call us:*

- **we will tell you what you can do in order to protect yourself and your home**
- **we will send an authorised repairer to your home**
- **we will pay up to £500 (including VAT) for each emergency assistance call out to cover the cost of:**
 - **the call out**
 - **labour at your home**
 - **parts.**

Under the section 'Plumbing and drainage' the policy says:

'We will pay the cost of emergency assistance needed for an emergency involving:

- **internal plumbing and drainage**

...'

Words in bold are specifically defined in the policy.

'Emergency' is defined as:

*'An incident in the **home** that happens during the **period of insurance** and which needs to be dealt with quickly to avoid:*

- *making the **home** unsafe or insecure for **you***
- *damaging the **home** and its **contents**, or*
- *the **home** losing its **main source of heating**, lighting or water (hot or cold).'*

'Emergency assistance' is defined as:

*'Work carried out by an **authorised repairer** to temporarily or permanently deal with an **emergency**, carry out **emergency** repairs or prevent further damage.'*

'Internal plumbing and drainage' are defined as:

'The fixed sinks and bathroom fittings, hot or cold water supply, and storage and drainage systems that you are responsible for and that are inside the home.'

The information from the plumber is that when he arrived, Mr and Mrs N showed him the water marks on the ceiling. He said water was leaking from the basin tap and he isolated the water to the tap. He also said that fixing the tap wasn't covered. This is different to Mr and Mrs N's recollections, as they say they'd already isolated the leak. In any event, it's clear the plumber didn't attempt any repairs to the tap itself.

UKI says the plumber only needed to isolate the leak, and this was done. However, Mr and Mrs N argue the policy covers them for up to £500 which includes parts, so they think the plumber should have replaced the tap or at least carried out a temporary repair to it.

The plumbing and drainage section of cover says that UKI will pay for the cost of emergency assistance needed for an emergency. So, under the policy terms, UKI's plumber was required to do work needed to temporarily or permanently deal with an emergency, carry out emergency repairs or prevent further damage.

Clearly a leak would be considered an emergency, as defined in the policy, as it damages the home and contents. However, once the leak was dealt with, I think UKI's responsibility under the policy ended. I say that because once the leak had stopped there was no longer an emergency to deal with. And repairs to the tap itself weren't needed in order to stop an emergency or prevent further damage from happening.

Mr and Mrs N have referred to the policy wording which says that up to £500 will be paid which includes parts. Though a replacement part could be needed to carry out an emergency repair, such as replacing a part in a boiler to restore heating and hot water. This doesn't mean that UKI needs to replace broken parts that aren't causing an emergency.

Mr and Mrs N have given an example of damage happening to the electrical supply in a home. They say a customer would expect the supply to be restored and not just the fuseboard made safe. And so, using the same logic, they think UKI's plumber ought to have restored function to their tap.

I see that a home losing its main source of lighting is considered an emergency under the policy. And therefore, in this hypothetical scenario, making a fuseboard safe wouldn't necessarily deal with the emergency, as only restoring the lighting would do so. I hope this helps Mr and Mrs N understand why their situation is different and UKI's plumber didn't need to restore the function to the tap once the leak was stopped.

Mr and Mrs N have explained that the sink in the affected bathroom is used by their disabled son and meant he had to wash his hands in their other bathroom until the tap was replaced. They've explained the difficulties this caused him, and I'm sorry to hear this. But this wouldn't fall under the policy definition of an emergency.

I therefore find that UKI acted reasonably and in line with the policy terms when its plumber refused to repair or replace the tap.

Mr and Mrs N also raised concerns about UKI initially referring them to the assistance company, who then referred them back to UKI. We asked UKI for their call notes, and the only information we've been given is a record of the calls between Mr and Mrs N and the assistance company.

So, it's not clear to me if UKI did wrongly refer Mr and Mrs N to the assistance company. Though if it did, then it doesn't seem as though this caused any delays. I say that because UKI didn't object to Mr and Mrs N bringing their complaint to this service, even though it hadn't issued a final response to their complaint. In these circumstances, if UKI did wrongly refer Mr and Mrs N to the assistance company, then whilst I can appreciate this would have been a little frustrating, I don't think they were caused any particular distress or inconvenience by this.

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 Mr and Mrs N to accept or reject my decision before 12 January 2026.

Chantelle Hurn-Ryan
Ombudsman