

complaint

Mr and Mrs K are unhappy that U K Insurance Limited (UKI) has declined to consider their claim under their home insurance policy.

background

Mr and Mrs K had home insurance with UKI when they reported damage to the ceiling below their shower room in April 2015.

Initially Mr and Mrs K had called out a plumber under their home emergency cover. But the plumber (contractor 1) told them the repairs weren't covered by that part of the policy and to call the claims department.

Mr and Mrs K reported their claim to UKI the next day. It immediately instructed a loss adjuster, marking the case as urgent because Mr and Mrs K have a disabled son, their daughter was pregnant at the time, and they were having to use their neighbour's bathroom to shower. Several attempts were made by phone, email and text to arrange an appointment for the loss adjuster to visit. But it was difficult to contact Mr and Mrs K.

The loss adjuster visited them 12 days after the report and advised they get a quote for repairs, which they did (contractor 2). Mr and Mrs K say they were told to dispose of their wet hall carpet and that they'd get £20 a day compensation for being without their shower room. But UKI denies this.

The loss adjuster issued a report two days later recommending review by the claims validation team. And about a week later it declined the claim based on reports from both contractors, which said the cause of the damage was a faulty seal around the shower tray.

UKI told Mr and Mrs K that it wouldn't be considering their claim because the cause wasn't covered by their policy. But the next day contractor 2 sent them an amended report that said the cause was a leaking pipe. UKI has decided not to change its decision.

Our adjudicator didn't uphold the complaint. He thought UKI had acted fairly and reasonably. Mr and Mrs K disagree so I've been asked to consider the matter.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

First, I'm satisfied that the terms of the policy do exclude damage because of the failure, wear and tear or lack of grouting or sealant, poor workmanship or that it's been caused gradually. So what I have to decide is what most likely caused Mr and Mrs K's damage.

Contractor 1's report is clear that the cause of the water leak was a faulty shower tray seal. And that this had caused flooding onto the floor and out into the hall where the carpet was stained. It specifically says "*ran shower and checked pipework found nothing*". Contractor 2's original report blames the damage on a "faulty seal around the shower tray". It doesn't mention any inspection of pipework or that it found a leaking pipe.

Mr and Mrs K emailed contractor 2 on the day UKI told them the claim was declined. They ask it to contact them urgently. The next day, by reply to that email, contractor 2 sent

them an amended report. This says the damage was caused by “*a faulty pipe on the shower*” that was leaking. I see that the amended report and covering letter are dated 4 April 2015. I think this was just a ‘typo’. But given that the first time it appears is when it was sent to Mr and Mrs K, I think it was most likely produced after Mr and Mrs K contacted contractor 2.

So I think contractor 2’s amended report was produced after the claim was declined. I also note that it doesn’t show any pipework repair in the schedule of works, and there’s been no change to the itemised invoice, which also makes no mention of pipework inspection or repairs. Given all of this I’ve given less weight to this report than I have to the first two, which are very clear and specific about the cause of damage. As a result I think the most likely cause of the damage was the failed shower tray seal. So I don’t think UKI did anything wrong in declining the claim on this basis.

Mr and Mrs K have also complained about delays in the claim. They were told that the claim was declined less than four weeks after they reported the damage. And almost two weeks of this time was because UKI had difficulty contacting Mr and Mrs K despite UKI trying by three different means. So I don’t think UKI’s at fault.

Mr and Mrs K say they were told by the loss adjuster to dispose of the wet carpet and that they’d get compensation for the time without a shower room. From the call note I see that on the day they reported the claim they were told that their policy didn’t cover damage caused by faulty workmanship, faulty design or materials. And I think it’s unlikely that the loss adjuster would have made any promises about the claim when the cause was still being investigated. Especially as it then referred the claim for verification. So I while I think these matters were discussed, I think it’s most likely that Mr and Mrs K misinterpreted what they were told.

Finally, Mr and Mrs K have said that they think UKI treated them less favourably because of their son’s disability. This would be a very serious matter and I’ve looked carefully into it. But I don’t see anything that suggests they were treated less favourably. In fact, I see that UKI instructed the loss adjuster that the claim was urgent because of Mr and Mrs K’s family circumstances. So I don’t think UKI did anything wrong here.

As a result, I don’t think UKI has done anything wrong and so I don’t think this complaint should succeed.

my final decision

I’ve decided not to uphold Mr and Mrs K’s complaint against U K Insurance Limited.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr and Mrs K to accept or reject my decision before 15 February 2016.

Mike Foster
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