

## **complaint**

Mr L says that UK Insurance Limited (UKI) caused damage to his home when it carried out a repair to his boiler under his home emergency insurance policy.

## **background**

Mr L had a home emergency insurance policy through his bank account. In April 2015 Mr L made a claim as his boiler wasn't working. An engineer was arranged to attend Mr L's home a few days later. When the engineer visited he found that there was no electrical supply to the boiler so advised that an electrician would need to be called.

Mr L phoned UKI and an electrician was organised to attend the same day. When he arrived at Mr L's home he had some difficulty locating the power supply. He searched various places including around the immersion cylinder. During the search the electrician pointed out to Mr L that there was a leak from the cylinder. Once the power source was located the electrician changed a fuse which gave power back to the boiler.

Mr L phoned and reported the leak to UKI who sent an engineer back to the property. Under the terms of the policy the engineer wasn't able to repair the leak because the cylinder needed replacing. He drained the tank down to stop the leak.

As the boiler still didn't work Mr L called UKI again. When the engineer attended he diagnosed a further problem which required a new part. He returned the following day and fixed the boiler.

Mr L says that the leak from the cylinder was caused by the electrician's 'rough' handling during his search. The leak had caused damage to one of the ceilings in his home. He complained to UKI requesting that it cover the cost of both the new cylinder and the repairs to the ceiling. UKI didn't agree that its electrician had caused any damage. It said that as Mr L had also had builders working in the bathroom at the same time as the electrician it was more likely they who had damaged the tank. This was because they builders would've needed to adjust the water system.

UKI did offer to pay Mr L £80 as a goodwill gesture as it accepted that it hadn't provided him with a good service in respect of his boiler repairs. The second fault should've been picked up at an earlier visit so Mr L had suffered inconvenience as a result. Mr L complained to us.

Our adjudicator didn't recommend Mr L's complaint be upheld. He didn't think there was enough evidence that the electrician had damaged the immersion tank and caused the leak. Mr L disagreed with our adjudicator's opinion. So the complaint has been passed to me.

## **my findings**

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

In order for me to be satisfied that UKI should pay for the cost of the new cylinder and the repairs, I would have to be reasonably sure that it was solely responsible for the leak. And that the leak had been caused by some error on its part.

Mr L had builders working in his bathroom at the same time the electrician visited. The builders had turned the valves off to the cylinder. Mr L doesn't accept that they could've caused the leak but he hasn't said why. Mr L believes the leak was caused by the electrician for three reasons. Firstly, because in his opinion, the electrician was 'over zealous' during his search. Secondly, that he only pointed out the leak when Mr L came into the room. And lastly, because as the electrician left he said 'if it was my fault I'm sorry'.

In light of the evidence I've seen I'm not upholding Mr L's complaint. The electrician wasn't the only one to have contact with the cylinder that day. And there isn't any evidence as to what caused the leak. The electrician was following the electric leads to see if they led to a power supply unlike the builders who needed to actually turn off the water supply. So I think it's more likely than not that the builders had more physical contact with the cylinder.

The electrician did point out the leak to Mr L. He also reported it to UKI. He didn't try to conceal it. So I don't think he acted unreasonably by the way he informed Mr L about it.

I've noted the comment the electrician made as he left. But I don't think that it amounts to an 'admission' as he said 'if' and I don't know what context it was said in. I think it's more likely than not that the electrician didn't know what had caused the leak.

So I am not persuaded that there is enough evidence for me to determine that UKI is solely responsible for the leak. But I do think the offer of £80 as compensation for the delay in repairing the boiler was fair and reasonable.

#### **my final decision**

For the reasons given above, I'm not upholding Mr L's complaint. I'm not making any award against UK Insurance Limited. But if UKI hasn't paid Mr L the £80 goodwill payment then it should do so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 30 November 2015.

Jocelyn Griffith  
**ombudsman**