

## The complaint

Mr F is unhappy UKI haven't accepted his claim to repair an unidentified source of damp under his kitchen floor. UKI are providing Mr F his home insurance policy.

## What happened

Mr F is concerned about how UKI dealt with his claim. Mr F said he was advised by UKI to instruct a professional to remove a broken tile in his kitchen to investigate what's underneath.

Mr F said there was a higher-than-expected level of moisture under the tile and the appointed loss adjuster thought it was rising damp. He said an industry professional disagreed and thought it was something else. Mr F doesn't think UKI have taken reasonable care and skill to identify the source of the moisture.

Mr F said he was told his claim was declined. A temporary repair was made to his kitchen floor which he says means part of the house isn't accessible to all family members.

Mr F said UKI are refusing to put him back in the position he was in before the claim and his no claims bonus and cost of renewal have been impacted.

Mr F would like UKI to carry out an inspection with reasonable care and skill, correctly identifying the cause of the escape of water, drawing up and carrying out an agreed schedule of works in a timely manner, including repairing the cause of the ingress of water, the property should then be returned to the position it was in prior to the insured event.

He would also like consideration to be made for compensation for the loss of time, stress, anxiety and inconvenience suffered.

UKI believe it fairly declined Mr F's claim. However, it did offer him £100 compensation for not returning Mr F's phone call and for inconvenience in asking him to get a quote for replacing all the tiles to be replaced in his kitchen.

Our investigator decided to partly uphold the complaint. She thought UKI had been fair in declining the claim. But she didn't think UKI's offer of £100 was fair to replace a cracked tile, instead she thought UKI should contribute 50% of the cost of a new floor. UKI disagreed, so the case has been referred to an ombudsman.

## My provisional decision

I made a provisional decision on this on 5 November 2024. I said:

*"Mr F has asked for UKI to "repair the cause of ingress of water". I want to be clear from the start, a buildings insurance policy won't cover Mr F to repair the cause of any leak, only any damage the leak causes. Home emergency policies are available that do allow for temporary repairs to leaks, but that's not the purpose of the policy Mr F has.*

UKI said “we explained to Mr F that his claim is not a one-off issue as no Escape of Water, no drainage issues and [our appointed loss adjuster] has advised they think [the damp] is coming from the external wall letting water in.

I can see UKI appointed a loss adjuster to review the damage that Mr F was claiming for. Mr F didn't think the loss adjuster did a thorough assessment. It is the policyholder's responsibility to prove that he /she has a claim under a policy. For a claim to be valid, it needs to be covered by one of the perils set out in the policy.

I've reviewed the report provided by the loss adjuster. It looks professionally completed and thorough. There are photographs and videos to support the commentary in the report. The conclusion of the report states “In conclusion of the surveys undertaken on today's visit, no ongoing leaks could be detected”. However, he recommended some further inspections to the drainage and damp course.

The expert report hasn't provided any support for an insured peril causing the damage. Therefore, I think UKI has been fair to decline the claim. Its conclusions are based upon the loss adjuster's findings. I haven't seen any other evidence that has been put forward to show the damage has been caused by a one-off event.

Mr F is unhappy that UKI won't replace damage to his floor from when a tradesman lifted a tile to inspect below. I've checked the policy and it does include trace and access cover. The policy states “we will also pay up to £10,000 to remove and replace any part of the buildings to: find the source of any water or oil escaping from tanks, pipes, appliances or fixed heating systems that is causing damage to the buildings”.

UKI have said as the damage wasn't caused by an escape of water, Mr F wouldn't be covered for trace and access. I think that is fair as that's what it says in the policy.

UKI has said it will pay Mr F £100 however to replace the tile and skirting, its also offered him £100 as it failed to call him back. It has since offered a further £100 as a goodwill gesture to try and close the complaint in an amicable way. Mr F has said he can't replace a single tile and needs to replace the whole floor as the original tile is no longer available.

I don't think it would be fair to ask UKI to replace the floor, as it isn't obligated to do so under the policy. But I think UKI has tried to make a reasonable goodwill gesture to move the complaint to closure. Unfortunately, the damp in the kitchen seems to be a long-standing issue and not one the policy covers, nor does it cover the associated trace and access work. Therefore, I don't intend to uphold this complaint. Mr F is still entitled to accept any offer that UKI has made.

I know this will be disappointing for Mr F, however, insurance policies don't cover every eventuality. So, it wouldn't be fair for me to ask UKI to cover a claim that isn't set out in the policy”.

## **Responses to my provisional decision**

Mr F didn't respond to my provisional decision.

UKI said it had reviewed my provisional decision and it said it didn't have anything to add.

## **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.

As I've not received any new information from either party, I see no reason to change my provisional decision.

**My final decision**

My final decision is that I don't uphold this complaint. I don't require U K Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask to accept or reject my decision before 18 December 2024.

Pete Averill  
**Ombudsman**