

The complaint

Mr and Mrs A complain that AXA Insurance UK plc is responsible for poor service in connection with a home insurance policy.

What happened

For the year from 14 September 2018, Mr and Mrs A had a home buildings insurance policy. The policy included cover for an escape of water, but each such claim was subject to an excess of £350.00. AXA was responsible for dealing with claims. Where I refer to AXA, I include contractors and others insofar as I hold AXA responsible for their actions.

In October 2018, Mr and Mrs A reported a leak of water from their central heating boiler. It had damaged the hard floor coverings of the ground floor of their home. They made a claim to AXA and it arranged repairs that were completed by about May 2019.

In March 2020, Mr and Mrs A noticed a further leak under the hand basin or sink in the ground floor cloakroom. They complained to AXA that the poor quality of the earlier repairs had caused a split in the waste pipe and the leak in March 2020.

Mr and Mrs A brought their complaint to us in May 2020. AXA wrote a final response dated 4 June 2020. It turned down the complaint.

our investigator's opinion

Our investigator recommended that the complaint should be upheld. He thought that the repairs in May 2019 resulted in the leak in March 2020. He recommended that AXA should:

1. discuss with Mr and Mrs A a cash settlement for the required remedial works or reimbursement for costs incurred as it appears repairs have been undertaken since the final response letter was issued. This cash settlement should be provided if Mr and Mrs A don't wish for AXA appointed contractors to undertake the works required;
2. pay £200.00 for the distress and inconvenience caused.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr and Mrs A and to AXA on 16 March 2021. I summarise my findings:

Mr and Mrs A had fallen short of showing that AXA was responsible for causing the March 2020 leak.

Subject to any further information from Mr and Mrs A or from AXA, my provisional decision was that I didn't uphold this complaint. I didn't intend to direct AXA Insurance UK plc to do any more in response to this complaint.

Mr and Mrs A disagreed with the provisional decision. She says, in summary, that:

- The sink was held in via mastic only. The sink was butted up to the tiled splashback.
- In order to replace the flooring/skirting/screed the pedestal needed to come out.
- The pedestal couldn't be removed without first removing the tiles, then disconnecting and removing the sink.
- The communication was mainly held via telephone or the portal, which she now has no access to.
- The sink may have been temporarily fitted through Christmas 2018, but this was a temporary measure and without tiles.
- In very early 2019, AXA did the first reconnection/refit and tiling. The sink on this occasion was fitted at a slant with the original pipes. The pedestal was jammed in after this.
- In March 2019, an email shows the floor was to be lifted and re-laid.
- The tradesman that fitted the sink and tiles the second time commented that the sink was not even level.
- AXA removed and reconfigured much of the drain set-up and U bend.
- The sink was not used very often prior to the pandemic as they used mainly the upstairs bathroom.
- Their plumber had to fault-find. She allowed the plumber to cut into the wall as her husband had skills to fix this hole.
- The leak was from a very fine split in the PVC pipe hidden behind the pedestal. She and her husband couldn't locate it. She doesn't know how long it was there. She and her husband see this failing as either 'a parts quality issue' or a 'fitment issue', rather than wear and tear.
- AXA's reconfiguration is what she considers caused the pressure to the lower pipe causing the split.
- Her husband had to fix the floor himself because nobody skilled to fit this floor was interested in such a small job.
- Their plumber made sure her husband had fitted the floor before he affixed the sink to ensure the pedestal can come out from now on.
- They have had the sink fitted onto metal brackets and the pipes changed to flexible ones.
- Her husband installed tiles with a gap before the sink. The sink can now be removed with only the mastic between the sink and tiles needing to come out - it can now be tilted to allow removal of the pedestal.
- They claimed for one leak and were left with another. They shouldn't have had to

make another new claim for poor installation due to lack of skill.

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.

From what they say, Mr and Mrs A had a solid cement screed on the ground floor of their home. Some or all of that had hard floor coverings - which the leaking boiler damaged. I infer that there was some drying-out required. AXA's repairs took about seven months.

Clearly that was disruptive and frustrating for Mr and Mrs A. And they say that some of the repairs had to be re-done. That forms the background to their current complaint.

That complaint centres on the cloakroom. When they brought their complaint to us in May 2020, Mr and Mrs A wanted AXA either to send a plumber or to give them the money to get one.

I've seen several photographs of the cloakroom. All of them show a corner handbasin. Some show it with a pedestal in place.

Others show the pedestal removed. That shows that the basin was supported by attachment to at least one of the walls; the pedestal provided further support as well as concealing the pipes behind it. With the pedestal removed, the photographs show the "U bend" and vertical waste pipe to floor level.

Incidentally, the photographs also show another waste pipe coming through the left-hand wall to form a junction with the vertical waste pipe just above the skirting board. From what Mrs A has said, I think there was a washing machine on the other side of the wall.

In their complaint form, Mr and Mrs A said the following:

"During the works our cloakroom was stripped out twice to replace the hard flooring and woodwork beneath the sanitary ware."

As they have said some of the work was poor quality and had to be re-done, I find it likely that AXA stripped out the cloakroom flooring, replaced it and then stripped out and replaced it again before May 2019.

Mr and Mrs A say AXA's work was guaranteed. And in any event, I would expect its work to be of a reasonable standard including reasonable durability. However, that would only apply to work within the scope of AXA's repairs.

Mr and Mrs A have said AXA removed the sink twice. AXA says it didn't remove the basin or do any work to the waste pipes. So I've thought about what's most likely.

The 2018 leak was from the central heating boiler – not from waste pipes. And a photograph shows the basin without the pedestal. But AXA has given contradictory statements about whether it removed the basin. And Mr and Mrs A have consistently said AXA did remove the basin – twice. So I find it likely that AXA did remove the basin.

It follows that AXA removed the U bend. So I accept Mrs A's statement that AXA removed and replaced the pipework above the vertical pipe.

I don't find it likely that AXA disconnected the vertical pipe from what it was connected to

below floor level or from the pipe coming from the left-hand wall. AXA was replacing the damaged floor covering. In order to do that, there would've been no need to go to the trouble of disconnecting and reconnecting the vertical pipe. It follows that I don't find it likely that AXA was responsible for reconnecting that pipe.

From what they say, Mr and Mrs A didn't renew their policy with AXA in September 2019 – but took out a new policy with another insurer.

I don't doubt that they were disappointed to find a leak in the cloakroom in about March 2020.

In their complaint form in May 2020, Mr and Mrs A said the following:

“Worried about the leak carrying on after isolating the feed and not being able to see what the cause as it was behind the pedestal that would not come out we removed the sink.”

That says Mr and Mrs A couldn't remove the pedestal but removed the sink. That would've involved disconnecting the hot and cold water pipes as well as the U bend.

Mr and Mrs A went on to say that when they removed the sink, they found that the down pipe sprang back to a straight position after it was unscrewed. They said the following:

“We believe that the pipe was held under stress since being fitted by the AXA contractor resulting in a split to one side.”

They had engaged their own plumber, who had sent an invoice (for about £60.00) in March 2020. That had said the following:

“Found split fitting at bottom of waste pipe configuration. In our engineers opinion the pipe split through removing the wash hand basin aggressively by others, more than once. We applied silicone around the split as a temporary fix...”

So Mr and Mrs A's explanation for the cracked pipe is contradicted by their plumber's explanation. Their plumber's explanation of the aggressive removal of the basin from the wall isn't consistent with Mr and Mrs A's complaint that it was the reconfiguration of the pipework by AXA that caused the leak in March 2020.

In any event, AXA didn't do anything after May 2019. If AXA had done something to cause the leak, I find it likely that Mr and Mrs A would've noticed the leak quite quickly. There's not enough evidence that AXA did something in 2019 that caused a split to happen later.

Mr and Mrs A didn't notice the leak until March 2020. That's a period of nearly a year. So I find that Mr and Mrs A have fallen short of showing that AXA was responsible for causing the March 2020 leak.

The photographs and his invoice show that Mr and Mrs A's plumber returned in July 2020 and removed the old vertical pipe, including from the screed. He re-designed and replaced the pipes from the basin and from the room behind the left-hand wall. He sent a further invoice for about £350.00.

Mr A re-laid flooring and re-tiled around the basin.

As I haven't found AXA was responsible for causing the March 2020 leak, I don't find it fair and reasonable to direct AXA to reimburse Mr and Mrs A for their plumber's invoices or for their adhesive, tiles etc or to pay compensation for their distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct AXA Insurance UK plc to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs A to accept or reject my decision before 20 May 2021.

Christopher Gilbert

Ombudsman