

The complaint

Mr M has complained about the service provided by Liverpool Victoria Insurance Company Limited ('LV') under his home insurance policy following a leak at his property. For the avoidance of doubt, the term 'LV' includes LV's contractors and agents in this decision.

What happened

In late 2022, M M said damp patches appeared on walls at his property and he appointed a leak detection company which found and fixed a plumbing leak. He reported this to LV as his home insurer. LV validated and accepted the claim, and its contractors carried out repair works. Specialist drying equipment was used and plaster and paint work was completed. Works were carried out to the kitchen floor where tiles had become white following water damage. Mr M was unhappy with the repair works to the tiles.

LV maintained its stance following complaint by Mr M, so he then referred his complaint to this service. The relevant investigator was of the view that the expert evidence showed that the damage wasn't something caused by LV but was due to there being no damp-proof membrane. She noted that despite the industrial drying, the ambient damp level remained in the kitchen walls.

The investigator said that whilst drying was successful elsewhere in the house, there was an on-going source of damp in the kitchen. She added, '*...the surfaces resisted drying as essentially, as fast as they were dried, they were subject to damp again.*' She said that this was supported by experts, '*who concur that, on the evidence, the floor damage is caused by rising damp.*' She considered that LV had fairly and reasonably responded to the issue.

Mr M was unhappy with the outcome of his complaint. The matter has therefore been referred to me to make a final decision in my role as Ombudsman.

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.

The key issue for me to determine is whether LV provided Mr M with a fair and reasonable service in carrying out necessary repairs following the escape of water. I consider that it did, and I don't uphold his complaint. I now explain the reasons for my final decision.

In considering this case, I've also considered the submissions of the parties, summarised follows. Mr M said that his independent leak company had verified that the leak was from the dishwasher pipe in the kitchen. He said that the contractor took a picture of the kitchen floor after he had scrubbed it and added a seal while the floor was wet. He said that when the floor dried a day later, it returned to having white patches on it, which he considered to be water damage. He felt that the cleaning and sealing hadn't resolved the water damage.

Mr M said that he had to continually complain to the contractor but without any response, so he didn't sign off the work. He was adamant that the floor hadn't been returned to pre-

damage condition as white patches remained and the floor didn't look the way it did before the water leak. He added that his photographic evidence showed that the condition was much better some months before the incident, and he produced photographs to support his point. He said that the age and the condition of the quarry tiles wasn't the issue.

Mr M said that having to run between various individuals to repeatedly collect evidence had taken a great deal of time and had caused stress. He considered that the issues had been avoidable and had caused extreme inconvenience. He wanted LV to *'repair the floor to pre-damage condition as they said that they would'*, or to make a cash settlement offer so that he could try to organise the repair himself. Mr M considered that the floor either needed to be replaced, or the tiles and grout needed to be painted.

Mr M responded to the view of the service's investigator as follows. He didn't think a conclusion about a damp-proof membrane could be reached without excavating the floor. He said that in weeks before November 2022, there were some small damp patches and *'a tiny amount of white salting'* on the kitchen tiles, but the visible damage didn't precede September 2022. As the leak had been going on for many months, he felt it spread and created damp which didn't exist previously and that this was supported by his independent specialist report. He felt it would be a massive coincidence if rising damp came to the fore at the same time as the leak and, without the leak there would be no white deposits. As to damp readings in the kitchen, Mr M said that damp naturally occurred because of kitchen activity, and it would have a higher reading for damp than the rest of the house which was further away from the source of the leak. He felt these areas would logically dry out quicker. Mr M said that at no point did the contractors suggest that there was rising damp present.

Mr M added that the hallway tiles were in mint condition, with no white marks, at the time of the leak or after it, even though the hallway walls showed signs of damp from the leak. As to a suggestion that the drying specialists thought the house had previous moisture, he said they'd certified that the property had been dried to the levels of moisture existing prior to the recent damage. He didn't consider that the cleaning products used by the contractor had caused the white deposits, as they were present prior to cleaning. In response to a query, Mr M said that *'The property was not tenanted, the contractor incorrectly said that to me previously also and I corrected him. I am the homeowner. I was away from home and someone was looking after the house for me...'*

Finally, Mr M said that he'd been caused anxiety and distress caused by how the kitchen had been left for such a long period and that he had to repeatedly ask for a fair resolution.

I've considered the leak detection report commissioned by Mr M. This records that *'the tenant has been in the property for a year and has not noticed any pressure drop'*. It recommended use of a specialist contractor experienced in water damage remediation to strip out *'any surface finish which traps moisture followed by a forced drying operation and reinstatement.'* The report concluded that the leak had been ongoing for some time, had soaked the kitchen floor and had also travelled from the kitchen into the hallway and lounge. It also referred to the need for an extensive drying programme.

I now turn to LV's response to Mr M's complaint. It said that its appointed specialists had confirmed that the floor had been restored to pre-loss condition and that no further remedial works were required. The contractors said that the tiled floor was as old as the property and had been cleaned with the correct product and sealed as per the scope that had been issued. As for Mr M's request that LV paint the floor, it explained that the paint would just peel off over time due to there being no damp-proof membrane. LV thought that the damage was due to wear and tear as quarry tiles were made to withstand water. They felt the tiles were very old and clearly worn, not just in terms the colour, and which wouldn't be caused by

an escape of water. It concluded that there was an on-going issue with rising damp. As for the hallway, it said this had a very different tiling pattern.

I've considered LV's case notes regarding this matter. I note that at the end of January 2023, LV's surveyor referred to a prolonged escape of water from the washing machine feed pipe. It said that as it was an old quarry floor, there was no solid base below and the water had been soaking to the ground and up into the walls.

I've also considered the specialist report produced by LV. It's noted that the agent carried out salt tests to the relevant walls. It stated that all three of these tests returned results showing high levels of nitrates, '*which indicates inherent/rising damp.*' It referenced the quarry tiled floors and no damp-proof membrane being present. It said that drying equipment had been in the property for a month, and it considered that all moisture from the incident had been removed. It added that a drying certificate had been issued, but with all areas exempt due to the above. The contractors had cleaned the quarry-tiles, however it's not known if a fully breathable sealant was used as appropriate.

I now turn to my reasoning for not upholding Mr M's complaint. I appreciate that Mr M is unhappy with the results of the remedial work carried out by LV to the quarry-tiled floor following the leak at his property. The question of whether the property was tenanted at the relevant time is not a matter for my determination. I simply note that Mr M's leak detection specialist as well as LV indicate that this was the case.

As to the central issue, I must decide on the balance of probabilities whether LV acted fairly and reasonably in relation to the work its contractors carried out to return the property to its pre-loss condition. Mr M said that the photographic evidence which he produced showed the condition of the kitchen floor just a few months before the leak was discovered. However, the photographs aren't dated and on the balance of probabilities, I consider that the photographs were taken at least a year prior to the discovery of the leak. This is in the light of what is said in Mr M's own report about the presence of a third-party at the property for the past year.

Mr M's photographic evidence shows the quarry-tiling to be worn with grouting missing and I don't consider that the floor was in a particularly good condition. The evidence also doesn't show all relevant areas. Whilst I'm persuaded that some of the white deposits are likely to have appeared following the prolonged water leak, I also consider it likely that it exacerbated an underlying damp issue. Mr M conceded that there were some white deposits visible in the weeks up to November 2022. On the balance of probabilities and contrary to Mr M's assertion, it's also likely that they were visible for some time before September 2022.

I consider it probable that the drying process had encouraged evaporation leading to increased evidence of salts and bleaching. To this extent, I agree that LV didn't restore the floor to its exact pre-loss condition. However I consider it already had some bleaching, and that LV acted fairly and reasonably as its contractors did all that was possible to return the floor to its already compromised pre-loss condition.

I find LV's specialist evidence to be persuasive, and I'm satisfied that evidence of damp persisted despite the comprehensive drying programme. Mr M considered that LV had relied on old data readings, however I'm satisfied that it had provided readings which post-dated the drying exercise. Mr M referred to evidence he'd obtained to show that following the work, there was a normal reading for a floor with quarry tiles, and no sign of rising damp. However, on the balance of probabilities, I consider that LV's report shows an on-going issue at the property, which is likely to be an underlying issue, wholly unrelated to the insured peril.

Whilst the leak probably contributed to the appearance of deposits here, I don't consider this to be the main cause. I'm satisfied that the 'tired' appearance and some whitening of the tiles

had pre-dated the leak, and the leak and drying process had simply highlighted the existing problem. As a comprehensive drying programme was carried out at the property, any further efforts to clean and seal the quarry tiles were unlikely to have improved their appearance. The problem is likely to continue to manifest itself until a damp-proof membrane is installed. It wouldn't be expected that the cost of such necessary work, which would be required in any event, should be passed to the insurer.

In conclusion, I consider that LV acted in a fair and reasonable manner in relation to the work which it arranged to be carried out to clean Mr M's quarry-tiled floor.

My final decision

For the reasons given above, I don't intend to uphold Mr M's complaint and I don't require Liverpool Victoria Insurance Company Limited to do any more in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 8 April 2024.

Claire Jones
Ombudsman