

The complaint

Ms A and Mr H's complaint is about the handling of two claims made under the home emergency section of their home insurance policy provided by Alwyn Insurance Company Limited.

Alwyn Insurance Company Limited is the underwriter of this policy, *i.e.* the insurer. Part of this complaint concerns the actions of the agents it uses to deal with claims on its behalf. As has accepted it is accountable for the actions of the agent, in my decision, any reference to Alwyn Insurance Company Limited includes the actions of the agents.

What happened

In February 2023, Ms A and Mr H contacted Alwyn as they had noticed water leaking through the ceiling below a bathroom into the dining room.

Alwyn sent a contractor out to assess the problem. He said there was lead flashing around the roof of the extension, which was raised at one corner and this was allowing water to drip through. Alwyn said however, that the policy only covered roof damage caused by adverse weather and this was not the case here. Alwyn did not therefore carry out any repairs to the roof and said it could not cover the claim.

Ms A and Mr H say they got a roofer to clean the gutter and the extension roof but he was unable to replicate the leak at the point Alwyn had said it was occurring. Ms A and Mr H say the leak persisted on and off over the months after this when there were heavy rains.

In July 2023, Ms A and Mr H contacted Alwyn again as there was another leak through the kitchen ceiling, particularly through a light fitting. Alwyn sent another contractor, who thought the bath taps and sealant around needed replacing. Ms A and Mr H say they questioned this at the time, as the water was discoloured and there was a foul odour to it, so they did not think it was clean water that was leaking. However, Alwyn's contractor maintained it was an issue with the taps and therefore Alwyn said it was not covered under the policy.

Two days later, Ms A and Mr H contacted Alwyn again as the leak had got worse. They said it leaked every time the toilet was flushed and they were unable to use either of the two toilets in the property, as they were backing up. Alwyn was not able to send a contractor out the same day, so it was agreed Ms A and Mr H should stay in alternative accommodation, the cost of which was covered by the policy, and that they could get their own contractor out. Ms A and Mr H's contractor said the soil pipe from the toilet was blocked. Alwyn agreed to jet the drains under the policy, which resolved the issue.

Ms A and Mr H are very unhappy with Alwyn's handling of these matters. They say that Alwyn's contractor misdiagnosed the initial leak reported in February 2023 and it was linked to the leak in July 2023. They tried to follow this up with Alwyn at the time but their concerns were not addressed and no further investigation of the leak was done at that time. Ms A and Mr H say they have not had any further leaks since the drains were jetted clear; and the contractor had to drill a hole in the soil pipe to jet it at exactly the point where the contractor said it was leaking in February 2023. The leak caused foul water to damage the dining room,

kitchen and an archway between both rooms. Ms A and Mr H want Alwyn to pay the cost of redecorating the damaged areas. They have provided a quote for redecorating, the kitchen, dining room and the archway that connects the two rooms.

Ms A and Mr H are also unhappy with the handling of the claim and complaint. They say Alwyn was inconsistent in its claims-handling and suggested it would pay the excess if they had the redecorating done under their home insurance policy and also suggested it would pay them compensation but this proposal was withdrawn. They also had to chase reimbursement of the cost of alternative accommodation and Alwyn took over two days to jet the drains after it was aware of foul water entering their kitchen. Ms A and Mr H have said the matter was extremely stressful.

Alwyn said its contractor made a reasonable diagnosis of the problem in February 2023, especially given that Ms A and Mr H told it that the leak only happened when it rained. It says the internal sewage system would not be affected by rain. However, the contractor it sent to that appointment was a plumber, as they were not sure of the reason for the leak. The contractor also tested the internal fixtures, ran the shower and flushed the toilets but this did not seem to increase the flow of the leak. Alwyn says the only way of being certain where the water was coming from would have been to cut holes to access the internal drains and the *“evidence on site did not justify that action”*.

Alwyn also said the second leak was in a different part of the house and happened five months after the first leak, so there is no reason to think they were linked. Alwyn says blockages in internal drains become apparent within days, as the pipework is limited and the volume of water that can be held in the pipework is small. It is unlikely that there had been a blockage in February 2023, as if there were it would have caused serious and obvious problems sooner than July 2023. And in any event, it was not reasonable for Ms A and Mr H not to contact it again in that time, if the leak was continuing.

Ms A and Mr H remained unhappy with Alwyn’s response to their complaint. They that Alwyn’s contractor said it was a downpipe on the roof that was causing a problem but Alwyn’s response to the complaint shows that the contractor incorrectly identified the soil stack (which is the pipe that was blocked) as a downpipe. They therefore referred the complaint to us.

One of our Investigators looked into the matter. She recommended the complaint be upheld as she thought it likely the leaks were linked and should have been diagnosed by Alwyn’s contractor at the first visit in February 2023. The Investigator recommended that Alwyn should pay the cost of redecorating the kitchen and archway. The Investigator did not think Alwyn should pay the cost of redecorating the dining room, as this was already damaged when the claim was first notified to Alwyn. The Investigator also recommended that Alwyn pay £200 compensation for the trouble caused to Ms A and Mr H, including a delay in reimbursing the cost of alternative accommodation.

Alwyn did not accept the Investigator’s assessment. It has made a number of points in response to the Investigator’s assessment. I have considered everything it has said but have summarised its main points below:

- The claim was first reported as a leak which happened when it rained and that Ms A and Mr H thought it was coming from the extension roof. It sent a plumber, as it was not clear if it was a roof or a plumbing issue. He tested all the internal plumbing and could not find any leak. Ms A and Mr H confirmed again at the time that the leak happened when it rained. As the policy does not cover leaking roofs other than if caused by storm damage, there was nothing more it could do under the policy at that time.

- It advised Ms A and Mr H to contact it again, if the leak recurred or was found not to be the roof, as the policy covered trace and access.
- Its contractor carried out his job diligently and thoroughly. And its diagnosis at the time was reasonable.
- Ms A and Mr H got their own roofer out who said the leak was on the internal plumbing. They did not tell Alwyn this until five months after the leak recurred.
- They left the leak for five months before contacting Alwyn, which means the water damage would have been a lot worse than it would have been if it had the chance to attend five months earlier. Its records say the contractor reported the leak had been ongoing for some time and pre-dated them living at the property.
- Had it been informed immediately that they became aware of the leak persisting in February 2023, it could have made further visits to rectify the leak and prevent further damage.

As the Investigator has been unable to resolve the complaint, it has been passed to me.

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.

Policy cover

Ms A and Mr H's policy provides cover for various emergency situations that may arise, including plumbing and drainage and roof repairs. The relevant parts of the policy state as follows:

"What is insured?"

Up to £1,500 for call out charges, parts and labour to carry out a temporary repair to your property in the event of a home emergency.

Plumbing And Drainage

- *Failure or damage to the plumbing and drainage system in your home where internal flooding or water damage is likely;*
- *Blockage of your only accessible toilet;*
- *Blockage of your home's external plumbing and drainage which can be cleared by jetting.*
- *Domestic Electric, Gas or Water Supply*
- *A complete failure of the domestic electric, gas or water supply in your home.*

...

Roof Damage

- *Damage caused to the roof of your property due to adverse weather conditions or fallen trees."*

Were the leaks in February and July 2023 caused by the same issue?

Alwyn says that the fact the first leak was worse with heavy rain indicates it was not linked to the blocked soil pipe and that blockages within internal drainage become apparent very quickly but Ms A and Mr H did not report any further problem until July 2023. However, there is no convincing evidence that the leak in February 2023 was caused by rainwater.

I have looked at the diagrams and photos of the property provided to me. The soil pipe is positioned outside the house at first floor level and then into the house just above the single story extension roof (in the corner above where the archway between the kitchen and dining room adjoin) and continues down within internal boxing to the ground.

I have also read the verbal report the plumber gave Alwyn of the attendance in February 2023, which it says was as follows:

“ENG REPORT: Property has an extension with a plastic roof with lead flashing raised in one corner and a gutter down pipe with a constant drip. This is around the location of the internal water leak. Heating hasn’t lost pressure and no signs of broken pipes – ran water in bathroom and no leak. Customer (PH) asked if we could open floor upstairs but advised against this as they felt the down pipe and flashing is to blame. Access is not great to down pipe as roof isn’t weight bearing. Issue is on the down pipe and flashing as further checks where not completed as per above. Repair need completed and then stain block and paint around door way.”

The photographs provided show that there is a downpipe (which would normally take rain water) at the end of the extension roof, so in a position that is easily accessible. The only pipe near the internal leak, and which would require the contractor to put any weight on the roof in order to access it, is the soil pipe. I am therefore satisfied that the “downpipe” referred to in the above report is in fact the soil pipe.

Alwyn says the leaks were in different parts of the house but I can see that they were very close to each other and both areas that the leak appeared are either side of the soil stack that was blocked. Ms A and Mr H say there is less than a metre between the two points of leak. This seems accurate from what I can see in the photos.

Ms A and Mr H say they had the extension roof jet washed and the gutters cleaned, having it jet washed particularly where the roof met the dining room which is above where there was evidence of a leak, but it did not replicate the leak. They say this means it was not the roof that was leaking.

I have also considered what Ms A and Mr H’s contractor has said about the problem. He wrote a text to them stating that such leaks can temporarily resolve themselves, as the blockage that is the cause of the leak can clear and then block again.

Having considered everything carefully, it seems to me likely that the two leaks were linked.

However, that in itself does not establish that Alwyn did anything wrong. I have to consider whether this should have been diagnosed when Alwyn first attended in February 2023, or whether it was reasonable for it to conclude it was a problem with the roof.

Should Alwyn have done more in February 2023?

Alwyn says its contractor’s conclusions at the time were reasonable given Ms A and Mr H’s insistence that the leak was worse in heavy rain. Even if they told the contractor that the leak was worse when it rained, I do not think this negates the responsibility on the contractor to carry out reasonable investigations.

In any event, it seems to me that Ms A and Mr H were clearly concerned it was an issue with pipework from the bathroom, otherwise they would not have requested further investigation. And I would not have expected a plumber to attend, if it was believed by all concerned that it was a leaking roof. I note that it is also recorded that Ms C and Mr H asked the contractor to

open the floor to investigate further but he said that was not necessary as it was a drip from the “downpipe” and not related to the internal pipework.

Alwyn says that despite the contractor testing the internal fixtures (running the shower and taps and flushing the toilet) it did not appear to increase the flow of the leak. It says the only way to have been certain that it was a drainage issue would have been to cut holes in the wall/ceiling for access to the internal drains.

Given the location of the leak, directly below the bathroom, and that it seems Alwyn’s contractor incorrectly identified the soil pipe as a downpipe, it is reasonable to have expected Alwyn’s contractor to have carried out further investigations at the time to be sure. I will address what I think is required to put this right below.

July 2023 attendance

I have also considered the actions of Alwyn’s contractor at the July 2023 attendance. Ms A and Mr H had reported a foul-smelling leak, which became worse every time the toilet was flushed. I do not therefore think it is unreasonable to think Alwyn should have carried out further investigation and diagnosed the problem with the soil stack at that appointment either. Instead the contractor said the bath taps needed replacing. The leak got much worse over the next two days, so much so that Ms A and Mr H had to move to alternative accommodation until the soil pipe could be jetted.

I do therefore consider that the blockage in the soil pipe should have been diagnosed at the first appointment in July 2023. Because it wasn’t additional damage will inevitably have been caused to Ms A and Mr H’s property, as well as avoidable stress and inconvenience.

Putting things right?

Alwyn says it would be unfair to require it to meet the costs of the redecoration, as Ms A and Mr H have said the leak was ongoing since February 2023 and they should therefore have contacted it again sooner than July 2023.

I have seen that Ms A and Mr H say that it was consistently coming and going in the five months between Alwyn’s two visits to their property. There is no evidence that it was a continual leak but rather it seems that it was intermittent.

In assessing whether this lapse in time was reasonable, I bear in mind that Ms A and Mr H were told in February 2023 that it was the roof that was leaking and even when it was much worse and there was a foul-odour Alwyn’s contractor still didn’t find the problem. It seems to me there must be some doubt therefore that it would have made any difference if they had contacted Alwyn before July 2023.

I also have considered the comments of Ms A and Mr H’s contractor who explained why such leaks might be intermittent and why it took so long before it worsened to the extent it did in July 2023. He said as a blockage might build up over considerable time. The blockage is usually toilet paper, which can dissolve, so it may be worse for a while and then alleviate itself for a while, if some of the paper has dissolved, but eventually blocks again. I find those comments persuasive.

In addition, it seems to me unlikely that the repair work needed to the kitchen and archway would be significantly different even if Ms A and Mr H had contacted Alwyn again at some point between February and July 2023 to reinvestigate. The damage to the kitchen was also made significantly worse as it was left for three days, so I agree with the Investigator that it is reasonable for Alwyn to pay for this and the redecoration of the archway, as I consider

overall it could have been avoided if it had dealt with the claim as it should have done in February 2023 and at the first appointment in July 2023.

I also agree with the Investigator that the damage that happened as a result of the first leak, which I understand was to the dining room ceiling, should not be included in the redecoration paid for by Alwyn, as this had already occurred.

Ms A and Mr H have provided a quote for the redecoration work, which seems reasonable overall to me. However, the parties should discuss and agree a quote for the work required to reinstate the kitchen and archway.

Claim and complaint-handling

I also agree with the Investigator that some additional compensation is warranted for the trouble this matter has caused Ms A and Mr H. They had a leak of foul water into their kitchen and had to move out while this was resolved. If the reason of the leak had been identified in February 2023, this would likely have been avoided. While Alwyn paid for the alternative accommodation, this would have been distressing and inconvenient. Ms A and Mr H now also have the trouble of more redecoration work than otherwise would have been the case. I also note that they had to chase the reimbursement of the alternative accommodation. The Investigator recommended a payment of £200 but I think £300 is more appropriate.

Ms A and Mr H are also unhappy with the way the complaint about this matter was handled by Alwyn. Complaint-handling is not a regulated activity in its own right, so I cannot consider Alwyn's handling of their complaint.

My final decision

I uphold this complaint and require Alwyn Insurance Company Limited to do the following:

1. reimburse Ms A and Mr H the reasonable cost of redecorating the areas that were water damaged since the first appointment in February 2023 (namely the kitchen and archway); and
2. Pay Ms A and Mr H the sum of £300 compensation for the distress and inconvenience caused by its handling of this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C and Mr H to accept or reject my decision before 1 August 2024.

Harriet McCarthy

Ombudsman