

## **complaint**

Mr and Mrs B are unhappy with the settlement offered to them by U K Insurance Limited (UKI) in respect of their claim for water damage due to a leaking pipe, under their home insurance.

## **background**

Whilst their property was being renovated Mr and Mrs B discovered that their kitchen ceiling had collapsed and water was coming out of a copper pipe. They had a repair carried out to the pipe then made a claim to UKI for the damage. As Mr and Mrs B were having renovations carried out UKI offered a cash settlement for the repairs.

UKI wouldn't pay for some of the repairs as it said that some of the damage to the beams was historic. It said that the cracked lintel in the kitchen also wasn't related to the present claim. As regards the kitchen units, its loss adjuster said that only two of the units were damaged by the water leak. As Mr and Mrs B were unhappy UKI appointed an independent surveyor. But he agreed with UKI's loss adjuster about the cause and extent of the damage.

On referral to this service our adjudicator didn't uphold the complaints. She thought that UKI's offer to settle the claim was reasonable.

The matter has been referred to me for a decision.

## **my findings**

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

Firstly, I think it was reasonable for UKI to offer a cash settlement in this case. Mr and Mrs B were in the process of having renovations done. I understand that this included a new kitchen. UKI was only liable to pay the cost of the parts of the kitchen damaged by the escape of water. Its loss adjuster thought only two of the units were damaged and by the time the surveyor came out to look at them, they had been stripped out. I think this was reasonable.

As regards the beams in the ceiling, UKI said that a lot of the damage was "historic" and not related to the present escape of water. The surveyor refers to them being affected by woodworm and comments that the water wouldn't have travelled along the beams in the way suggested by Mr and Mrs B. I appreciate that they feel that UKI should pay the whole of this part of the claim. But in this sort of case I have to rely on the experts' views. UKI has produced two such views and they don't support having to pay for all the beams. With no other view to counter this, I conclude that UKI has been reasonable in only offering to pay the water damaged part of the beams. Mr and Mrs B think that there is also some longstanding water damage. Whilst they are free to make another claim for this, it would be for them to show that there was such a longstanding leak. The surveyor thought it was doubtful, given the degree of rot that such a longstanding leak could have gone unnoticed for so long.

I apply the same view to the damage to the kitchen units. Whilst Mr and Mrs B dispute the amount UKI has agreed to pay, its expert view is that only two units were affected. It also

thought that the degree of damage to the lintel couldn't be attributed to the present escape of water claim.

Bearing in mind that I have seen no expert evidence to counter that produced by UKI, I think its position, and the settlement offered are reasonable.

**my final decision**

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs B to accept or reject my decision before 22 July 2016.

Ray Lawley  
**ombudsman**