

complaint

Mr and Mrs R have complained about the settlement offered by Covea Insurance plc after they made a claim under their buildings insurance policy.

background

Mr and Mrs R had two leaks in their en-suite shower. One happened before they were insured with Covea but wasn't repaired properly. They contacted Covea about it on 8 October 2015. That was a leak to the shower waste pipe. Then on 10 November 2015 they told Covea that there was another leak in a pipe behind the tiled wall. They decided that they'd only make a claim to Covea for the trace and access costs relating to the second leak which was the more serious.

They sent Covea a bill for this leak which included a replacement shower tray. Covea said it wouldn't cover the shower tray as it thought that had been removed to trace the leak in the shower waste pipe.

Mr and Mrs R disagreed. They said the shower tray wasn't removed to fix that leak as that was done by removing the front panel. They said the shower tray was removed and broken in the process of repairing the second leak which they were claiming for.

Mr and Mrs R brought a complaint to this service. Our adjudicator upheld their complaint. She felt that the shower tray had been removed to find the leak in the shower waste pipe. But she thought Covea should pay for it because it would have had to have been removed to trace the other leak. She also thought Covea should pay for a new shower pump and pay Mr and Mrs R £50 for the trouble and upset it had caused them.

Covea agreed to pay for the shower pump but not costs relating to the shower tray.

my provisional findings

I issued a provisional decision which set out the reasons why I was minded to uphold the complaint in part. A summary of my provisional decision is set out below.

"Mr and Mrs R have trace and access cover under their policy. They have to pay the first £300 of each claim. That means that it isn't worth them making a claim if the cost of the claim would be less than the excess.

The dispute in this case is about whether the cost of the shower tray should be treated as part of the first leak which wasn't claimed for or as part of the second leak.

Mr and Mrs R say that shower tray wasn't removed to trace the first leak. They provided an invoice from their plumber dated 25 March 2016. It says:

*'Find and repair leak to shower waste, replace and reseal front panel £100
Find and repair a further leak within shower enclosure £150
Renew/replace damaged wood work and tiles caused by leak within the wall off the shower cubical £150
Renew/replace shower tray removed to find further leak in waste piping £100.'*

Covea says it tried but didn't manage to contact the plumber to discuss the invoice. I think the reference in the invoice to the shower tray being removed/replaced 'to find further leak in waste piping' is open to different interpretations. But on balance I think it supports the argument made by Mr and Mrs R that the shower tray was removed in connection with the second leak.

But I've noted Covea recorded it had been told that a plumber had taken the shower tray out when Mr and Mrs R first notified it of a potential claim on 8 October 2015. Mr R sent Covea some photos on 21 October 2015. They show that the shower tray had been removed. He also sent Covea an invoice dated 21 October 2015 for a new shower tray.

On 30 October 2015 Mr R told Covea that investigations were continuing. Then about 11 days later Mr R told Covea that another leak had been found in pipework behind the wall tiles.

I'm not persuaded that the shower tray was removed in looking for the second leak. That's because I'm not convinced that the shower tray had been put back after the first leak. I think it's unlikely that Mr and Mrs R's plumber would have done this if they were still carrying out tests for another leak.

I think it's more likely than not that the shower tray was taken out to investigate the first leak. So I don't think Covea treated Mr and Mrs R unfairly or unreasonably in not covering the cost of removing and replacing the shower tray as part of the claim for the second leak. Their trace and access cover only includes the cost of "reinstatement of any wall, flooring or ceiling removed or damaged during the search". If something wasn't actually removed or damaged as part of the search for the leak being claimed for, I don't think it would be fair to require Covea to cover that part of the cost.

So I think Covea should pay labour costs of £100 for finding the leak in the shower enclosure, £150 for renewing/replacing damaged woodwork and tiles, £50 for renewing/replacing the shower, £50 for renewing the shower pump. It should also pay for materials of £114 for a replacement shower, £11 for tiles, £23.53 for adhesive and grout, £45 for sundry items and £150 for a shower pump. After deduction of the £300 policy excess this leaves a balance of £393.53.

I think Covea caused Mr and Mrs R some delay and inconvenience in not agreeing to cover the cost of replacing the shower and the pump at the outset. I think it would be fair and reasonable for Covea to pay Mr and Mrs R compensation of £50 for the trouble and upset it's caused them."

developments

Covea accepted my decision.

Mr and Mrs R said overall they were happy to accept my decision. But they maintained the shower tray hadn't been broken to find the first leak and were upset at being challenged about this by Covea when it could have talked to their plumber direct.

my findings

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

Since both parties have accepted my provisional decision, I see no reason to change it. I can understand Mr and Mrs R being upset that Covea didn't accept their account of what happened but I don't think Covea acted unreasonably in placing more weight on the other evidence.

my final decision

I uphold this complaint in part and require Covea Insurance plc to pay Mr and Mrs R:

- the sum of £393.53 plus interest* from the date they paid the invoice until the date Covea Insurance plc settles their claim; and
- the sum of £50 for trouble and upset. Covea Insurance plc must pay this compensation within 28 days of the date which we tell it Mr and Mrs R accept my final decision (if they do). If it pays later than this it must also pay interest* on the compensation from the date of my final decision until the date of payment.

*Interest is at the simple rate of 8% per year. If Covea Insurance plc considers that its required by HM Revenue & Customs to take off income tax from any interest due to Mr and Mrs R, it should tell them how much its taken off. It should also give Mr and Mrs R a certificate showing this if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs R to accept or reject my decision before 28 November 2016.

Elizabeth Grant
ombudsman