

complaint

Mr B has complained about a decision by CIS General Insurance Limited in relation to a claim for damage after an escape of water. He believes that it should pay for the damage caused to his new floor on the basis that the drying work after that claim was not completed properly.

background

CIS dealt with a claim for an escape of water and instructed agents to complete the drying of Mr B's concrete floor. After the agents had issued a certificate to confirm the work was finished Mr B arranged for new flooring to be fitted. Some months later it was noticed that the flooring was damaged and investigation showed that the concrete underneath was wet.

CIS maintain that the floor had dried and that there must have been a second leak. It required Mr B to provide evidence of a new leak to support a potential further claim under his policy. A building surveyor confirmed that there were abnormal water levels present in the property and concluded that there might be a further leak involved and that further investigation was required. But the pipe that caused the first leak had been removed as part of the original repair work and reports from heating and drainage experts confirmed that no other leaks were present.

CIS felt that the reports were inconclusive. CIS' agents assessed the property and said that if the concrete floor had not been properly dried previously it would not have taken several months for it to be noticed. CIS also pointed out that Mr B's flooring installer did not identify any dampness when he fitted the floor.

Mr B has since reported that the concrete floor has now dried out again.

Our adjudicator recommended that the complaint should be upheld. He was not persuaded that the drying work had been properly completed. As CIS did not agree the complaint has been referred to me.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I agree with the adjudicator's view that the complaint should be upheld on the basis that the floor was not properly dried when dealing with the original claim.

When Mr B raised his concerns CIS required him to obtain expert evidence that there was a further leak. The reports suggest that there was not and, without any further work being done, the floor now seems dry again. With there being no evidence of a further leak I am drawn to the conclusion that the concrete floor had not been properly dried originally. I am therefore satisfied that what followed was the rising of the moisture that remained in the floor.

It is not for Mr B's flooring contractor to determine whether the floor was properly dried. While it was visibly dry at the time he did his work it was for the agent of CIS to provide its professional approval, which they did by issuing a drying certificate.

I am concerned that during our adjudicator's review of Mr B's complaint we were told by CIS that the drying work had been done by Mr B's own contractors after a cash settlement and it was only through the diligence of the adjudicator that this was identified as not being the case. I believe that Mr B has done what was asked of him to establish if there was a further leak, but having done so CIS has failed to recognise its earlier work failed to dry the property. As a result I believe that Mr B has been put to unnecessary inconvenience and worry by the continued refusal to accept responsibility in spite of the substantial efforts he has made to comply with the requirements to establish his case.

my final decision

My final decision is that I uphold this complaint. I require CIS Insurance Limited to reimburse Mr B for;

- replacement costs of the damaged flooring and woodwork,
- reimbursement of the costs of all expert reports incurred by Mr B to identify if there was a second leak,
- interest should be paid for the above at the rate of 8% simple, less tax if properly deducted, from date of payment until date of settlement.

CIS Insurance Limited must also arrange for inspection of the floor, any necessary drying work and the provision of a further drying certificate.

CIS Insurance Limited should also pay £125 in compensation to Mr B for the way that it has handled the matter.

John Withington
ombudsman