

The complaint

Mr D complains about AWP P&C SA's handling of his claim about a leaking pipe under his home emergency policy.

What happened

In February 2021 Mr D noticed water dripping through his living room ceiling. He found this was caused by a leaking isolation valve in the pipe connected to his bathroom sink. He contacted AWP and it sent an engineer to visit the same day. He says the engineer drained the hot water, turned off the water supply to the boiler and told him this would stop the leaking. He was told contact would be made early the next day to confirm next steps.

Mr D says he had no heating or hot water. He contacted AWP at 10am the next day, which was a Monday, as no contact had been received. He was promised a call within the hour, but this didn't happen. He says water was still leaking and spreading across the ceiling. Mr D says after many calls to AWP he was told a plumber would attend on Wednesday.

The plumber stopped the leak by replacing the isolation valve with a "*push fit connector*". He says this meant the pipe no longer had an isolation valve, which he queried with the plumber. The plumber told him his job was only to stop the leak, which he'd done. Mr D says the plumber also left the sink pedestal unsecured. And he believes the damage to the ceiling was made worse by the first engineer not stopping the leak.

AWP says its engineer's site report confirmed water was found to be leaking from a hot water pipe. A new section of pipe was needed from the access hole to the basin. It says the hot water was isolated at the cylinder as the customer didn't want the pipe capped. It says its notes show a plumber was required. AWP says it has also contacted its engineer who says Mr D was told that if the water was only being isolated at the cylinder there could be a, "*leak of sorts*".

The plumber's notes say, "*Leak from iso valve. No room to replace with another compression fitting without removing the whole basin which will likely cause damage. Replaced with a speed fit coupling. Services restored HE over.*"

AWP says it wasn't to blame for the water damage, as Mr D had declined the offer of "*full isolation*". It offered £250 as a gesture of goodwill for the inconvenience experienced. Mr D referred his complaint to our service. Our investigator thought the action taken by AWP to fix the leak and restore service was reasonable. He acknowledged the time Mr D spent contacting AWP and felt its offer of £250 was fair.

Mr D disagreed. He says he told the engineer to, "*do whatever is appropriate*" and that it wasn't his decision to turn off the water system instead of capping it. He feels AWP is responsible for the damage to the ceiling, as the leak was left to continue from Sunday until Wednesday.

Mr D asked for an ombudsman to review his complaint. It has been passed to me to decide.

I issued a provisional decision in January 2022 explaining that I was intending to uphold Mr D's complaint. Here's what I said:

provisional findings

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

Having done so my intention is to uphold Mr D's complaint. Let me explain.

The terms of Mr D's policy say:

"We aim to provide rapid, expert help if you suffer an emergency arising from an incident covered under this policy. We will arrange for one of our list of approved contractors to attend and take actions to stabilise the situation and resolve the emergency."

And:

"We shall be entitled to:

- decide on the most appropriate way of providing help, although we will take into account your wishes whenever possible."

Based on the available information the plumber decided it wasn't possible, within the cover provided by Mr D's policy, to replace the isolation valve. The leaking valve was replaced with a push fit connector, which stopped the leak, and restored the water supply to the sink. But this meant there was no isolation valve following the repair.

I have thought about whether it was fair for the plumber to carry out the repair in this way.

Mr D says he asked the plumber to replace the valve but was told the job was only to stop the leak. Having read the terms, it's clear the primary purpose of the policy is to resolve an emergency. In this case the emergency was the leak. The valve was replaced with a push fit connector. In doing so this restored the service and resolved the emergency.

The plumber's notes say the valve was replaced with a push fit connector because there wasn't room for an alternative fix without causing damage by removing the sink.

Having considered this, I think AWP's explanation of why the valve wasn't replaced is reasonable. The terms do allow for the customer's wishes to be taken into account. But the aim was to resolve the leak. Because of the likelihood of further damage being caused by removing the sink the appropriate action was to restore the water supply using a push fit connector.

I understand why Mr D felt the valve should be replaced, as this is what he had in place originally. However, for the reasons explained here, I think AWP's plumber acted fairly in the repair he provided.

I have also thought about the action taken by AWP's engineer at the first visit to isolate the leak. It says it's engineer only isolated the water at the cylinder because Mr D, "didn't want pipe capped". It says its engineer told Mr D there could still be a, "leak of sorts". Mr D says he didn't give any instruction to the engineer and asked for the "appropriate" action to be taken.

We asked AWP for the full site notes taken by its engineer to more fully understand what

was discussed. It didn't respond to our request.

I think it's reasonable in the circumstances described to expect the engineer to stop the leak. Not doing so leaves the risk of further damage being caused. AWP hasn't provided clear evidence to show the engineer left Mr D in full knowledge that the leak would continue and what this would mean.

AWP says it did speak to its engineer following Mr D's complaint and I note his comments about a "leak of sorts". But I'm not persuaded Mr D was made aware a leak would continue or the possibility of further damage to his ceiling. If this was made clear I think it's likely Mr D would have agreed to the supply being capped until a plumber could attend to carry out the repair that was needed.

Mr D explains that the leak continued, which was visible from staining that spread across his living room ceiling. He says he contacted AWP many times on the morning after the engineer had been round. He says he told it the leak hadn't stopped and asked when the plumber would arrive. Mr D says he made many more calls and the plumber eventually arrived around three days later. During this time, he says he was worried the ceiling might collapse, because of the build-up of water, injuring him or his children. Because of this he made holes to allow the water to drain through the ceiling.

Mr D says the contractors he has spoken say the ceiling has to be replaced in its entirety. He says he was orally quoted £550 for this work.

In considering all of this I don't think AWP treated Mr D fairly in handling his claim. Based on the evidence provided I think the engineer behaved unreasonably by not stopping the leak. This caused further damage to the ceiling below the leaking pipe as well as unnecessary worry and inconvenience for Mr D and his family.

I think it was fair that AWP paid £250 compensation to Mr D for the inconvenience and worry. But in the circumstances, it's also reasonable that the business pays for the cost of repairs to the damaged ceiling. Mr D can provide relevant quotes to AWP for it to agree payment.

I said I was intending to uphold Mr D's complaint and that AWP P&C SA should:

- pay for the cost of repairs to Mr D's damaged ceiling.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision. Neither Mr D or AWP responded.

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.

As neither party has made any further submissions or provided further evidence for me to consider, I see no reason to change my provisional findings.

So, my final decision is the same as my provisional decision and for the same reasons.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that AWP P&C SA should:

- pay for the cost of repairs to Mr D's damaged ceiling.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 17 March 2022.

Mike Waldron
Ombudsman