

## **The complaint**

Miss J has complained about her property insurer U K Insurance Limited (UKI) in respect of a claim she made to it in 2012 for a water leak.

## **What happened**

Miss J had a leak at her home in 2012. UKI undertook repairs, and did some further work in 2019. Miss J remained unhappy as once her items were returned from storage damage was noted. UKI said it would pay for replacements of various items including curtains, a fridge freezer, a dining table and chairs. But Miss J wanted UKI to replace everything, rather than giving her cash.

Miss J also told UKI in 2021 that the leak, fixed by UKI more than once already, had returned. UKI sent a leak expert to Miss J's home. The expert concluded there was no current leak, only a faulty flush mechanism on the toilet cistern, causing the cistern to empty and re-fill. The expert said damp in the lounge was caused by rainwater.

UKI fixed the flush mechanism. UKI also said it would replace window and door locks at the property because the keys had been lost during its work. And it said it would also replace the kitchen tap. Shortly after the locks and tap were replaced, Miss J noted issues with them. UKI refused to do anything further. It also said that it wouldn't replace the two leather sofas and a chair (suite).

Our Investigator explained that he could only look at the current issues in question – not anything which had happened previously, including anything previously considered by this service or since UKI's final response letter dated 26 May 2021. But in those respects he felt the complaint should be upheld in part. He said UKI was allowed to settle the claim in cash. And that there was no sign of a current, reoccurring leak. But he felt it should be inspecting and, if needed, repairing the tap and locks, and also refurbishing or replacing as necessary Miss J's suite. As well as paying Miss J £100 compensation.

Miss J felt the problems at her home went further than these limited issues. She said there's been further leaks, the toilet isn't the right one, she still has no curtains, so many things have been broken, there's real problems with the garden and the house was left a dusty mess after works were done. Miss J said this is all very stressful and affecting her health.

Aviva said it would pay the £100 compensation and agreed to inspect the locks. But it said it wouldn't replace the tap as it had only fitted a tap Miss J's son had bought – and that was a goodwill gesture. Regarding the suite it said its last inspection of it suggested its cushions had recovered (from having items stored on them) so it wouldn't pay anything in this respect.

Aviva told us it had been out to look at the locks and been told they were working fine. Miss J told us she was still having issues with the locks.

## **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.

#### Cash settlement

I realise that it is upsetting for Miss J to have to think about trying to buy replacement items. But UKI is entitled, if it wants to, to settle for the items in cash. I can't fairly and reasonably require it to replace the items damaged.

#### Leak

I know Miss J feels that UKI had failed her again regarding previous repairs because the leak had reoccurred. But I'm satisfied that the water she could hear was a different and separate issue unrelated to the previous leak. The expert that assessed the property found no water escaping from the toilet, water and heating systems. He checked moisture levels and found only one damp area in the sitting room which he tested. He found that damp was not being caused by household or ground water, rather rainwater. I think UKI acted reasonably to try and assist Miss J by replacing the flush mechanism on the toilet to resolve the problem.

#### Sofa

UKI had an expert assess the sofa. He said he wasn't sure the cushions would recover. But he also noted the suite was scuffed. It was a few months later when UKI's assessor saw the sofa and decided it had recovered. But I'm not persuaded that is a reliable opinion as he was not the expert who had noted it was damaged. If UKI had wanted to check if the suite had recovered, it should have sent the expert to reassess it. I think UKI needs to refurbish or replace Miss J's suite.

#### Locks

UKI replaced door and window locks at the home. It said this was a goodwill gesture. But it seems it was necessary because the keys became lost whilst it was repairing the home. So I think it was only reasonable for it to replace the locks Miss J could no longer open. But after the locks were replaced Miss J began having trouble with them. She's told us she is still having trouble with them. UKI agreed with our Investigator's view to reassess the locks and says its contractor attended and was told there was no issue with the locks. I still think UKI needs to go out and look at the locks again though, I say that as it isn't clear that UKI's contractor got agreement from Miss J that there is no problem with the door and window locks it replaced and Miss J has told us there is still a problem.

#### Tap

UKI says it fitted a tap chosen by Miss J's son so it has no liability for it now not working. I'm not persuaded that is fair. Even if it fitted the tap as a goodwill gesture, it would still be liable for the work it did in that respect. But UKI hasn't even opted to inspect the tap at this time to determine whether the problem Miss J is experiencing – notified shortly after the fitting – comes from the fitting or the item itself. And, actually, from what I've seen, I'm not persuaded UKI could reasonably say it only fitted this tap as a goodwill gesture and, therefore, might have no liability for it. Its report certainly shows the one in place was constantly dripping. And its notes don't suggest it was clear with her that it was acting this way regarding the tap. I think UKI reasonably has to inspect the tap and, if it or the fitting are faulty, it will have to resolve that.

#### Compensation

It has clearly been a difficult time for Miss J. I understand she has been through an awful lot since the leak in 2012. And that she feels that some issues are still unresolved. However, I can't take all of that into account here where I'm looking at activity which occurred and issues which arose during a few months in early 2021. In that respect I know Miss J was having trouble with her health which she attributed, albeit following consultation with her doctor, to damp in the house caused by UKI's faulty work (because the leak had reoccurred). But UKI checked that and found it had not. And, as I've explained above, I'm satisfied that UKI's answer in that respect is reasonable. I think UKI could, and if Miss J accepts my decision, will now have to, do more regarding the locks, taps and suite. For the upset I'm satisfied Miss J was caused in respect of these items, I'm satisfied that £100 is fair and reasonable compensation.

### **Putting things right**

I require UKI to:

- Refurbish or replace, as necessary, Miss J's suite.
- Inspect and, if necessary, repair the door and window locks previously replaced by it.
- Inspect and, if faulty (fitting or item itself), resolve the tap.
- Pay Miss J £100 compensation.

### **My final decision**

I uphold this complaint. I require U K Insurance Limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 16 September 2022.

Fiona Robinson  
**Ombudsman**