

The complaint

Mr H complains that Covea Insurance plc mishandled his claim on the home emergency section of his home insurance policy.

Where I refer to Covea, I refer to the above-named insurance company and I include engineers and others insofar as I hold Covea responsible for their acts or omissions.

What happened

Mr H had a home insurance policy under which Covea was responsible for dealing with claims. The buildings section of the policy included cover for damage caused by escape of water, subject to an excess of £250.00. The home emergency section of the policy included cover for work to stop emergencies up to £1,000.00 including VAT.

Unfortunately, on 20 September 2021, Mr H noticed a leak from an 80-gallon water tank in his loft. So he contacted Covea.

Mr H told Covea that he had a short holiday booked for 28 September to 30 September 2021, and he wanted the leak fixed before he went away. On Friday 24 September, Mr H made a payment of the amount (of about £465.00) by which the estimated cost of two new tanks exceeded the policy limit of £1,000.00. Covea ordered two 50-gallon tanks.

Mr H complained to Covea about delays and other shortcomings in its service.

On 30 September 2021, Covea realised a 50-gallon tank wouldn't fit. It urgently sourced and fitted two new 40-gallon tanks.

By a final response dated 23 November 2021, Covea offered Mr H £250.00 with its apologies. It also offered to register an escape of water claim and waive the £250.00 policy excess. Covea also told Mr H he would receive a refund of an overpayment of £397.71.

On 30 November 2021, Mr H responded to Covea with some additional points. Covea replied in early December 2021. In January 2022, Mr H brought his complaint to us.

our investigator's opinion

Our investigator didn't recommend that the complaint should be upheld. He thought that Covea had been fair and reasonable in their offer.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr H and to Covea on 2 September 2022. I summarise my findings:

The shortcomings in Covea's service caused Mr H extra distress and inconvenience at an already difficult time for him. The impact on him included a prolonged period of

having to climb into the loft to empty water containers. The impact also included uncertainty about his holiday and concern for his wife.

After the final response, Covea sent an email in early December 2021 including the following:

“If Mr [H] does not wish to set up an escape of water damage claim against his policy to benefit from the £250 excess waiver, then the redress offer of £500 in total will remain.”

Mr H had made it clear that he doesn't wish to set up an escape of water claim. And Covea left open the offer of total redress of £500.00. I didn't think that Covea had paid £250.00

Subject to any further information from Mr H or from Covea, my provisional decision was that I upheld this complaint in part. I intended to direct Covea Insurance plc to pay Mr H £500.00 for distress and inconvenience.

Covea agreed with the provisional decision but it says that its email of 3 December 2021 clarified that it was offering £500.00. So we should record the outcome of the complaint as not upheld.

Mr H disagreed with the provisional decision. His representative says, in summary, that:

- Mr H noticed a drip from the ceiling and first reported a leak on 20 September. The leak then went on for another 10 days. The home emergency engineers took photographs on their first/second visit. Their photographs can be used to demonstrate how the damage got worse due to the delays in repair. She has sent us photographs taken by Mr H's contractor following the replacement of the tank. These show the “final” extent of damage.
- A report on the extent of damage was needed so that the home emergency team could consider whether they would cover the cost of repairs (either using their own team or Mr H's). They made no attempt to send anyone out to inspect so he arranged the report himself and paid for it upfront. The builder was independent, and the subsequent repair work was done by a decorator. Mr H therefore thinks that this was a reasonable sum to pay for work.
- There were petrol shortages at the time, but these didn't impact the progress of repairs. Arguably when the engineers turned up on 20 September, they could have sourced the flexible tanks and fitted them straight away (as happened on 30 September). Mr H could then have made his holiday but instead, the engineers took the wrong measurements and had tanks built that were never going to fit the roof space. Frustratingly, the size of the tank was queried by the client on 21 September and the home emergency team even warned that they may not fit. They then seemingly clarified that the tanks were suitable, but it took four days for the home emergency team to get a quote ready for approval and the work was only agreed on 24 September. Even after that, work didn't take place until 30 September with no clear explanation/understanding given for these delays. There was nothing “emergency” about the response time and way in which the claim progressed.

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 the tank was in the loft, I find it likely that the leak caused some damage to painted surfaces of the ceiling and loft hatch. So Mr H already had a problem when he contacted Covea. That's why he contacted Covea.

I haven't found the photographs or the damage report helpful to show what damage happened when. So I don't accept that the redecoration costs of £425.00 relate to damage caused after Covea became involved.

So I don't find it fair and reasonable to direct Covea to reimburse Mr H for the £60.00 cost of the builder's site visit and report. And I don't find it fair and reasonable to direct Covea to reimburse the redecoration costs of £425.00 or any part of that.

I accept that there were some shortcomings in Covea's service and communication. And there were times when these shortcomings caused delay.

However, I keep in mind that there were widespread queues and shortages at fuel filling stations at this time. I'm not persuaded that Covea ought reasonably to have been able to commit to fixing the leak in time for Mr H to go on holiday on 28 September 2021. So I don't find it fair and reasonable to direct Covea to reimburse him £540.00 for the wasted cost.

I consider that the shortcomings in Covea's service caused Mr H extra distress and inconvenience at an already difficult time for him. The impact on him included a prolonged period of having to climb into the loft to empty water containers. The impact also included uncertainty about his holiday and concern for his wife.

The final response had offered £250.00 as an apology and to waive the £250.00 excess on an escape of water claim.

After the final response, Covea sent an email in early December 2021 including the following:

"If Mr [H] does not wish to set up an escape of water damage claim against his policy to benefit from the £250 excess waiver, then the redress offer of £500 in total will remain."

Putting things right

Mr H has made it clear that he doesn't wish to set up an escape of water claim. And Covea left open the offer of total redress of £500.00. I don't think that Covea has paid £250.00. So I find it fair and reasonable to hold Covea to its offer and to direct Covea to pay Mr H £500.00 for distress and inconvenience.

The offer post-dated the final response. And Covea hasn't made payment. So I will uphold the complaint and direct payment. But we will not record this as a change of outcome compared to the position before the referral to us.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Covea Insurance plc to pay Mr H £500.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 November 2022.

Christopher Gilbert

Ombudsman