

The complaint

Ms H complains about the repairs carried out by U K Insurance Limited ('UKI') following a buildings insurance claim.

What happened

In 2017, there was a drain blockage at Ms H's property, which was found to be caused by tree roots. She made an accidental damage claim under her buildings insurance, which was accepted by UKI.

UKI arranged for its contractor (that I'll call Company U) to carry out investigations in 2017. They found there had been damage to pipework caused by tree roots, and carried out repairs. Ms H then reported a foul smell in her property, and investigations were carried out by various contractors in 2017 and 2018.

In 2021, Ms H advised UKI that there was still a foul smell present in the property. UKI arranged for another contractor (that I'll call Company A) to carry out investigations. They found a number of issues with the drains including: - a collapsed drain, redundant connections that weren't capped off, root ingress and joint displacements, and incorrectly installed pipework that had allowed root ingress to enter via poorly connected joints. They also thought the manhole cover may have contributed to the foul smells.

UKI accepted Company A's report showed there was root ingress, but said there was no evidence that the cause was poor workmanship or related to the previous work carried out by Company U. UKI said it would deal with the matter under a new claim. Unhappy with this, Ms H brought a complaint to this service.

Our investigator didn't recommend the complaint be upheld. She thought the available evidence didn't support Ms H's assertion that Company U were responsible for the issues with the pipes. She concluded that it was reasonable for UKI to deal with the matter under a new claim.

I issued my first provisional decision on 28 September 2022. Here's what I said:

"There are two main issues here. Ms H thinks that Company U didn't carry out appropriate investigations in 2017. She also thinks the repairs that Company U did carry out to the pipework in 2017 were badly done, and further damage has been caused as a result.

I'll address Company U's repairs first.

I've looked at Company U's report from April 2017. This report said a CCTV survey and drain trace were carried out. The report focused on one main drain, where tree roots were found. A number of recommendations were made for repairs.

I've also looked at Company A's report from 2021. They carried out a CCTV survey of the

below ground drainage system. This identified several issues with a number of pipes, one of those being 'line one'. I understand that Company U had worked on line one, as this was the drain that ran from manhole one.

Company A said that their survey of line one revealed root ingress and joint displacements, but also revealed incorrectly installed plastic pipework which had allowed root ingress to enter the lines via poorly connected joints.

Given that Company U did carry out repairs to line one, potentially they could have been responsible for the incorrectly installed plastic pipework and poorly connected joints. I see that UKI contacted Company U about this matter to find out what work was done, which is what I would expect. Company U said they had replaced two metres of pipe from 23 metres. I note that Company A had recommended one metre of pipework be replaced at 24 metres downstream.

Since Company U had replaced two metres of pipework (23 – 25 metres) on line one, this would suggest that the root ingress had happened where their work had taken place. However, Company A didn't specify that this was where the plastic pipework had been incorrectly installed. I note the CCTV survey only found there to be joint displacement and root ingress at this point. Company A thought the joint displacements were due to ground movement, which had allowed the ingress of roots.

That being the case, I haven't seen enough evidence to conclude that Company U's workmanship was of poor quality and led to later damage.

I'll now consider whether Company U carried out appropriate investigations in 2017.

Company U had returned to the property in August 2017 and said a CCTV survey confirmed there were no faults within the drains of the property (though they said they weren't able to view the entire run of the drain from the w/c downstream due to the number of bends). Company A also attended in 2018 and found no issues at that time, though I understand a CCTV survey wasn't carried out at the time by Company A.

Company U no longer has the CCTV footage that was taken of the drains in 2017, and so it cannot now be established what lines were inspected. Company U says that if there had been concerns with other lines, these would have been in their report. Though they accept that they weren't able to access all the lines as their cameras weren't able to navigate these due to the 90-degree bends.

However, Company U's report of April 2017 did refer to a drain trace taking place. As Company A found in 2021 that no water was able to enter line one from line seven (due to its collapse), I would assume that a drain trace would have revealed this issue if it had existed in 2017.

Ms H says the root ingress in the pipework is advanced enough that it would have been present in 2017, but I haven't seen evidence of that. Although Company A's report did reveal root ingress, the CCTV stills do not appear to show significant root ingress.

On balance, there isn't enough information for me to conclude that Company U failed to carry out an appropriate inspection in 2017, and that the damage identified in 2021 that would be covered under the policy was present in 2017.

Ms H also says that Company U damaged the original manhole cover and replaced it with the wrong type. However, Company U denies replacing the manhole cover.

I see that Company A said in 2021 that the manhole wasn't a double sealed manhole and may be contributing to the foul smells.

Company U did say in their 2017 report that the manhole was in need of repair, and recommended that the channel and benching be replaced. They didn't say they would replace the manhole cover.

However, I've looked at photos of the manhole cover at the time of the 2017 repairs, and currently. Ms H is correct that they are different as the original manhole cover did not have handles, but the current manhole cover (which I understand was tiled over by UKI's contractor) does have handles. I'm satisfied from this that the manhole cover was replaced, and I think this was likely arranged by UKI. I therefore intend to require UKI to replace this, given that a double sealed manhole wasn't installed but apparently ought to have been.

Ms H is unhappy that UKI said it would deal with the damage to the pipes as a new claim, and charge a new excess. She thinks this should be a continuation of the 2017 claim.

After the repairs were carried out in 2017, Ms H reported a foul smell (that had not been there before). Investigations took place, and it was thought there may be another cause. Company A also attended in 2018 and found no issues at that time. In November 2018, Ms H advised UKI that the foul smell was still present, and said she would arrange for a local company to investigate. I understand Ms H didn't contact a local company until 2021. She says they found a complete blockage in line seven. Ms H then contacted UKI about the matter in October 2021.

I don't intend to require UKI to deal with the current issues with the pipes as a continuation of the 2017 claim. As I've said above, there isn't sufficient evidence for me to conclude that Company U didn't carry out an appropriate inspection in 2017. Furthermore, nearly three years had passed since Ms H had last reported an issue.

Ms H has also complained about the standard of the repairs carried out in 2017. This wasn't addressed in UKI's final response of December 2021, though Ms H maintains that she has complained to UKI about this. I understand that UKI has investigated three previous complaints made by Ms H, but we haven't been provided with UKI's final responses on these, so I don't know if Ms H's concerns were previously addressed by UKI. In response to this provisional decision, I would like UKI to provide me with a copy of all of its previous final responses so I can consider this matter further."

Ms H responded with the following main points:

- She said Company U did not carry out a full drain trace in 2017, and only surveyed line one.
- She thinks Company U should have kept CCTV footage for at least ten years, and thinks they have stated they don't have the footage to "cover up" that they didn't carry out the survey they charged for.
- She says Company U damaged the damp proof membrane when they excavated the utility floor.
- She said the foul smell has never been resolved and she has had to live with it continuously. She says the delay in contacting UKI about this was because she was ill with a serious health condition, and that the Covid-19 pandemic would have prevented anyone from entering the property as she is in the 'extremely vulnerable' category.

- She wants UKI to pay her compensation for the time taken for the repairs and the poor quality.
- She agrees with me that the manhole cover should be replaced.

UKI responded to say that Company U had confirmed they did not replace the manhole cover, but didn't have any further comments. It provided this service with a copy of its previous final responses sent to Ms H following complaints made by her.

I issued a second provisional decision on 26 October 2022. Here's what I said:

"Ms H says that Company U didn't carry out a full drain trace. As the parties disagree on this, I can't be certain either way, but I don't think Ms H has shown that it's more likely than not that a drain trace didn't take place. And so I remain satisfied that there isn't enough information for me to say that Company U failed to carry out an appropriate inspection in 2017.

Company U say they no longer have the CCTV footage from August 2017. Given the time that's passed, I don't find that surprising. Although Ms H says she would have expected this to be kept for ten years, there's no requirement that I'm aware of for Company U to do so.

Ms H says the foul smell has never resolved, and she's had to live with it continuously. Whilst I appreciate her comments about the impact of the Covid-19 pandemic, I note that Ms H told UKI in November 2018 that she'd arrange for a contractor to look into the matter. The first national lockdown didn't take place until March 2020, and so Ms H did have 16 months in which to arrange investigations if she continued to be impacted by this.

Though in any event, I remain of the opinion there isn't enough evidence for me to say that the damage identified in 2021 was present in 2017, for the same reasons as set out in my first provisional decision. I therefore don't intend to require UKI to take further action, apart from replacing the manhole cover.

In my first provisional decision, I noted that Ms H had complained about a number of issues that hadn't been addressed in UKI's final response of December 2021. I therefore asked UKI to provide me with its earlier final responses in order to see whether Ms H's concerns had previously been addressed.

I've looked again at Ms H's initial complaint to UKI. She complained about the standard of work previously carried out, as she didn't think this had been done to a satisfactory standard due to foul smells still coming from the drains.

After UKI had issued its final response in December 2021, Ms H responded to say why she disagreed with UKI's findings on the matter. In that correspondence Ms H raised a few other points, namely:

- *She said UKI's contractor failed to replace the damp proof course when excavating the floor in the utility room, and the downstairs WC.*
- *The replacement cabinets within the utility room were warped and damp due to the above issue, and the plaster edge beading had rusted.*
- *She was unhappy with the repairs which she thinks took too long, and that she was left without ground floor toilet facilities for months.*
- *UKI's contractor damaged the manhole cover and replaced it with an unsuitable one.*
- *She was denied alternative accommodation.*

Ms H said that she was going to take her complaint to this service if she didn't receive a

response within 14 days. I see Ms H then contacted UKI again and raised specific concerns about the drains which she wanted addressed, and also the manhole cover. She also asked why UKI hadn't responded to her points about the damp floor, damaged cabinets and rusted plaster.

UKI responded to address each of Ms H's points (including the manhole cover), and said the damage for the damp floor, damaged cabinets and rusted plaster could be considered under a new claim.

I'll comment on each of Ms H's concerns in turn.

Ms H says UKI failed to replace the damp proof course in the utility room and downstairs WC

I haven't seen any evidence of this, and so I don't require UKI to take action here. I don't think it's unreasonable for UKI to say that Ms H should raise a new claim, and this issue can then be considered. If it's found that there is no damp proof course, and that UKI should have installed one previously, then I'd expect UKI to consider putting this right.

The replacement cabinets are warped and damp, and the plaster edge beading has rusted

Again, I haven't seen any evidence that this has happened because of UKI's previous repairs. UKI has confirmed it will consider this under a new claim which I think is reasonable.

Ms H was unhappy with the repairs which she thinks took too long, and she was left without ground floor toilet facilities for months

I see that UKI issued final responses in 2017 and 2018 regarding the repairs, and paid total compensation of £900 to Ms H. These letters gave Ms H six months in which to bring her concerns to this service if she remained unhappy. As Ms H didn't do so, this service cannot consider Ms H's same concerns about the repairs as her complaint falls outside our time limits.

If Ms H didn't specifically complain to UKI about the length of time the repairs took when she complained in 2017 and 2018, then she would need to do so before this service can consider the matter. Although Ms H mentioned this in her response to UKI's final response of December 2021, it wasn't clear that she was making a new complaint about this.

UKI's contractor damaged the manhole cover

I've addressed this in my first provisional decision. Although UKI makes the point that Company U stated it didn't replace the manhole cover, I've already explained why I'm satisfied that, on balance, they did.

Ms H says she was denied alternative accommodation

Again, this was addressed in UKI's final response of 2018. As Ms H didn't bring a complaint about this matter to this service within six months of the date of that final response, that means we cannot consider this as it falls outside our time limits."

I again both parties for any further comments they wanted to make.

UKI responded to say it accepted my second provisional decision.

Ms H responded with the following points:

- She maintains that a full drain trace didn't take place, and she is a witness to this fact.
- Even if Company U no longer have the CCTV footage (from August 2017), she thinks details of this should have been documented in their written report. Ms H maintains that the other drain lines were not checked and found to be clear, and says that is the reason she has a cracked toilet drain and associated damp problems over five years later.
- She says that she was given compensation by UKI in 2017 due to the problems that had happened up to that date. But she says the compensation she is now requesting is for the unacceptable length of time the repairs took to complete, and the living conditions she had to endure.
- Ms H says she complained to UKI and received a response in July 2022, though UKI denied her request for compensation.

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.

I've already addressed Ms H's point regarding a full drain trace in my second provisional decision, so I won't repeat that here.

Ms H thinks that after Company U carried out an inspection in August 2017, they ought to have detailed in their report which drain lines were inspected.

It's not for me to say what information Company U should have included in their reports. Company U says if there were concerns about any other lines, these would have been detailed in their report. As Company U no longer has the CCTV footage, I can't be sure which drain lines were inspected.

It's therefore still the case that there isn't enough information for me to conclude that Company U failed to carry out an appropriate inspection in 2017.

Ms H says the compensation she previously received from UKI related to errors made by its contractor in 2017, and that her new complaint is about the length of time it took for the repairs to be done between 2017 and 2019.

As far as I can see, this hasn't been looked into or addressed by UKI.

I've read UKI email to Ms H in July 2022. This isn't a final response that is responding to a new complaint made by her - it merely states that her claim was fully reviewed and, based on its investigations, it didn't think compensation was warranted. I would assume this email related to Ms H's complaint that I've considered here regarding the standard of work previously carried out by Company U.

Ms H would therefore need to raise her concerns about the length of time it took UKI's contractors to do the repairs between 2017 and 2019 with UKI in the first instance.

My final decision

My final decision is that I uphold this complaint in part. I require U K Insurance Limited to replace the manhole cover.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 16 December 2022.

Chantelle Hurn-Ryan
Ombudsman