

The complaint

Mr C complained that his property was damaged through poor workmanship by QIC Europe Ltd (“QIC”) under his home emergency policy. QIC also provided Mr C with home insurance.

What happened

Mr C’s upstairs toilet was blocked, so Mr C made a claim under his home emergency policy. QIC sent a contractor to investigate, and he indicated he’d fixed the problem. The upstairs toilet drained ok. Mr C said he later took a bath and used the upstairs toilet. He’d also switched on his washing machine.

When Mr C returned downstairs, he said he found his kitchen and hallway covered in water. The water overflowed out of the downstairs toilet from the waste pipe. The contractor returned but couldn’t fix the problem. Mr C claims QIC’s contractor caused the leak which subsequently damaged his flooring in the hall and kitchen. He said the contractor didn’t properly remove the blockage from the pipe and he didn’t check the pipe was clear before he left. He claims the contractor moved the blockage to another part of the waste pipe, which fixed the problem with the upstairs toilet but caused a subsequent leak.

QIC didn’t consider poor workmanship to be the issue and declined to cover the claim under Mr C’s buildings insurance. It considered the claim under the accidental damage and escape of water perils. However, after inspection by a drainage expert, QIC said the second leak was unrelated and caused by gradual deterioration of the waste pipe and poor workmanship when the pipe was initially installed.

Our investigator decided to uphold the complaint. He thought the damage was caused by QIC’s home emergency contractor not fulfilling his contractual duties with reasonable care. So, he thought QIC should put Mr C back to his pre-loss condition. He said QIC should pay the full cost to replace the hallway flooring plus 8% simple interest per annum, until the claim is settled and 50% of the cost to replace the kitchen flooring (due to its poor pre-loss condition). He also awarded £250 compensation for the distress and inconvenience caused.

My provisional decision

I issued a provisional decision on this on 30 March 2023. I said:

“Mr C thought the visit of QIC’s contractor under his home emergency policy led to the subsequent leak and damage to his property. QIC’s appointed contractor worked on behalf of QIC, so if the work is likely to have led to the issues Mr C experienced and the work wasn’t to a reasonable standard, then I’m likely to uphold the complaint.

QIC said the second blockage was an unrelated issue and due to gradual deterioration of the pipework. QIC’s drainage specialist has provided an opinion that supports this outcome. Whilst an expert opinion will normally carry some weight in my decision, in this case, I don’t find the opinion provides a reasonable explanation of what happened.

Mr C said he hadn’t experienced any issues with the downstairs toilet in 15 years living at

the property, so doesn't see how it could be gradual deterioration. I don't have any reason to doubt this. I don't think the expert has provided any photographs that support his opinion that gradual deterioration or poor workmanship during the pipe installation caused this specific issue. I think this is a theory rather than a well evidenced explanation.

I think it's too much of a coincidence that gradual deterioration could be the cause – it seems more likely that the work the home emergency contractor completed triggered the issue with the downstairs leak. I've also considered that if it was gradual deterioration, that I don't think Mr C could've been aware of such. I don't think he would've known maintenance was an issue. So, I think if it wasn't the home emergency contractor's poor workmanship that caused the issue, then I think QIC should've dealt with the claim under the building's insurance.

I agree with Mr C's explanation. It's most likely the home emergency contractor fixed the problem with the upstairs toilet, but in doing so, he moved the blockage to another part of the pipework. The fact the second drainage expert was able to clear the blockage through forcing highly pressurised water through the pipe, suggests to me it wasn't caused by gradual deterioration. I think it was a reasonable expectation that the home emergency contractor should've ensured the pipework was properly cleared of all blockages. I haven't seen evidence of tests that were done to show this was done. Therefore, I think it's likely the work of the contractor did cause the subsequent issues, so I intend to uphold this complaint.

I have considered the damage that was caused as QIC will need return this to the pre-loss condition. QIC said the hallway floor was in a good pre-loss condition, but the kitchen was in poor condition. So, I have considered the damage and remedies to both separately.

The hallway is a solid parquet floor. Replacing it would be costly. I have viewed the photographs of the floor and it appears in fair condition. It was clearly laid many years ago. Mr C has confirmed it was laid in 1964. Therefore, I don't think it's fair to expect QIC to replace a floor that is probably close to the end of its life with a new floor. I think it's more appropriate for QIC to ensure the floor is thoroughly cleaned and sanitised. Once it has dried, I think QIC should sand and varnish the floor or QIC should pay a cash settlement for Mr C to arrange this for himself. I think this would be fair. I intend for QIC to do this.

In respect to the kitchen floor. I agree that the pre-loss condition is poor, however, I don't agree that all the damage observed was pre-loss. I think the way the edges of the laminate flooring have curled up is consistent with what one would expect with water damage. I recognise that not all the floor has been damaged. However, as QIC's contractor caused the damage I don't think it would be fair to just replace the section that had been damaged – as the flooring wouldn't match. I also don't think it would be possible to repair the damage. So, I think the fairest solution is for QIC to replace the whole kitchen floor with a similar quality laminate flooring or provide a cash settlement to the equivalent value. I think this is fair. I intend QIC to do this.

I don't think QIC has handled this situation very well. I think it should have identified early that it was likely its contractor caused the subsequent issues. I don't think Mr C has been fairly treated. His floors have been contaminated with waste-water – this would've been unpleasant, and Mr C would've needed to try and clean this up himself as best he could. He's lived with flooring missing in his kitchen. The flooring in his kitchen is damaged. I think this will have been frustrating for Mr C. So, I'm intending to award £400 compensation for distress and inconvenience. I think this reflects the difficulties he's faced. These awards will indemnify Mr C back to his pre-loss condition”.

Responses to my provisional decision

Both Mr C and QIC accepted my provisional decision and didn't have anything further to

add.

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 both parties have accepted my provisional decision, I see no reason to change it.

My final decision

My final decision is I uphold this complaint. I require QIC Europe Ltd:

- Clean and sanitise hallway flooring. Sand it and varnish it or provide equivalent cash settlement
- Replace all kitchen flooring with similar quality laminate flooring or provide equivalent cash settlement
- Pay £400 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 16 May 2023.

Pete Averill
Ombudsman