

## **The complaint**

Mrs L complains about the level of service received from Gresham Insurance Company Limited following a claim for a leaking underground pipe under a buildings insurance policy.

Reference to Gresham include their agents.

## **What happened**

Details of the claim are known to all parties, so I won't repeat it here. In this decision, I've mainly focused on giving the reasons for reaching the outcome I have.

## **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.

In 2022, Gresham appointed contractors to resolve a leaking underground pipe at Mrs L's property. A leak was found on the public highway that needed to be resolved first, then Gresham would return to carry out further repairs within the boundary of Mrs L's property. That happened, but despite further visits where Gresham say the leak was fixed, Mrs L reported the leak had gotten worse, and Gresham failed to carry out adequate repairs.

Mrs L says the leak she reported wasn't the leak Gresham fixed – there were two leaks. Gresham had told Mrs L after a visit in September 2022 that further leaks were likely the result of wear and tear, so that wouldn't be covered. They concluded previous repairs completed were adequate. Mrs L then had to employ her own contractor who completed repairs at a cost to her. This was reimbursed by the local water authority.

Mrs L thinks Gresham should reimburse the £200 excess she paid towards the claim. I don't think that's fair. The policy sets out a policyholder is required to pay an excess amount towards each claim. And even though Mrs L is dissatisfied with the way in which Gresham conducted the claim, I'm satisfied repairs were carried out under the policy.

Both leaks required repairing ultimately based on the information available to me. It's not entirely clear whether they were related to one another – Gresham didn't consider they were. Therefore, if things had gone the way they should have – and Gresham agreed to repair the second leak too – it's likely Mrs L would have been required to pay a second excess. But that wasn't the case here, and Mrs L hasn't suffered a financial loss by arranging her own contractor repairs because these costs were reimbursed to her.

Mrs L says some damage was caused by Gresham in the process of repairs to slabs, a glass pane, and a piece of Perspex, amongst other things. Concrete lumps also remained on the slabs which couldn't be removed after hardening. Gresham denied their contractors caused any damage and say this was all pre-existing. Mrs L provided some photos of damage I've considered.

While the photos show areas Mrs L is concerned with, these don't show the conditions of

these areas prior to Gresham's contractors attending and starting works. Nor do they persuade me to agree Gresham should be held responsible for causing damage to slabs and other areas Mrs L is claiming for.

Mrs L told us she thinks £500 compensation is fair and reasonable given the level of service provided to her by Gresham. Our investigator recommended they paid Mrs L £100 given she thought they ought to have dealt with the second leak issue – rather than considering it as wear and tear without any real basis. All things considered – I'm satisfied £100 compensation is fair, reasonable, and proportionate here. I say this because overall I think Gresham could have handled matters better, and with a higher level of customer service.

Therefore, it follows, I'll be directing Gresham to pay Mrs L £100 compensation.

I acknowledge a further complaint point Mrs L raised with our Service concerning the length of time taken by Gresham to share the claim value information with her. Mrs L will need to approach Gresham regarding this matter in the first instance for them to have the opportunity to respond to it.

I appreciate my decision will come as a disappointment to Mrs L. But it ends what we – in attempting to informally resolve her dispute with Gresham – can do for her.

### **Putting things right**

Gresham Insurance Company Limited must pay Mrs L £100 compensation for the distress and inconvenience caused.

### **My final decision**

For the reasons I've given above, my final decision is I uphold the complaint. I now require Gresham Insurance Company Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 27 November 2023.

Liam Hickey  
**Ombudsman**