DRN-4617011

The complaint

Mr and Mrs A complain that U K Insurance Limited ("UKI") has failed to satisfactorily repair their home after an escape of water claim was made under their home insurance policy.

Where I refer to UKI, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

The detailed background to this complaint is well known to both parties, so I'll only summarise the key events here.

In 2021, a pipe burst in Mr and Mrs A's home causing damage to the property. They made a claim under their home insurance policy, underwritten by UKI.

UKI accepted the claim and arranged for repairs to be carried out, but these weren't completed to a satisfactory standard. Mr and Mrs A raised a complaint. Specifically, they say the hallway ceiling is unsafe and needs replacing.

In December 2023, UKI arranged a site visit by their field insurance advisor who concluded that:

- The hallway ceiling didn't need replacing as, after two years since the escape of water, it showed no signs of collapsing. But it does need some work as paint had bubbled and there was a crack. It recommended that the ceiling be lined and painted, and a new trim fitted.
- The plaster and painting finish to the hallway wall and cupboard under the stairs was not to a good standard. It recommended that this work was made good.
- A gap around the kitchen extractor fan needs sealing.
- Chips and marks on banister need filling and painting.
- Woodwork around kitchen door needs to be filled and painted.

Due to Mr and Mrs A's concerns with previous workman, UKI agreed that different individuals should be sent to carry out the outstanding works.

Our Investigator considered the complaint and upheld it. She said UKI had failed to complete an effective and lasting repair to a satisfactory standard. And it was understandable that Mr and Mrs A were concerned about the hallway ceiling, because UKI had said the same about the kitchen ceiling, which had later collapsed.

To put things right, our Investigator recommended that UKI:

- provide Mr and Mrs A with a schedule of the outstanding works so they're aware of what needs to be completed.

- arrange an effective and lasting repair of the outstanding works, to a satisfactory standard, by different workman to those who completed the original repairs.

- provide written confirmation that the ceiling is safe.

- pay £300 compensation for the distress and inconvenience caused.

Both UKI and Mr and Mrs A accepted this outcome.

UKI provided Mr and Mrs A with a letter from its claims team which said:

> *“I am writing to you today to confirm in writing at your request that following our inspection of the hall ceiling on December 7th 2023, we are satisfied that the ceiling has not lost it's integrity as a result of the escape of water related to this claim and therefore does not require replacement.”*

Mr and Mrs A are unhappy with this letter as it’s from UKI’s claims team, rather than a suitably qualified professional. They say several surveyors have attended their property and have refused to confirm the safety of the ceiling, so they don’t accept the word of an insurance claim handler.

As the complaint remains unresolved, it’s been passed to me to decide.

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’d like to reassure Mr and Mrs A that whilst I may have condensed what they’ve told us in far less detail and in my own words, I’ve read and considered all their submissions in full. I’m satisfied I’ve captured the essence of the complaint and I don’t need to comment on every point individually, or possibly in the level of detail they’d like, in order to reach my decision. This isn’t meant as a discourtesy, but simply reflects the informal nature of our service.

Both Mr and Mrs A and UKI accepted our Investigator’s recommended resolution of this complaint. And for clarity, I agree with the recommendations made. The only outstanding issue in dispute appears to be the written confirmation of the hall ceiling’s safety. So this is the only issue I will be making a finding on.

It’s now over three years since Mr and Mrs A’s property suffered an escape of water causing damage to the hallway ceiling. And since that time, as far as I’m aware, the ceiling has remained intact; it hasn’t collapsed. The kitchen ceiling, which appears to have suffered more significant damage, has collapsed.

This alone leads me to believe that if the ceiling was damaged to the point that it had lost its structural integrity, it would’ve collapsed by now – or, at a minimum, shown cracking, bowing, or physical signs that it was struggling to remain in place. I haven’t seen any evidence from Mr and Mrs A that this is the case.

That said, I do appreciate why Mr and Mrs A are concerned. If UKI aren’t prepared to replace the ceiling after what happened to the kitchen ceiling, it isn’t unreasonable for Mr and Mrs A to want some reassurance that the ceiling is safe and won’t collapse later down the line.

UKI inspected the ceiling in December 2023. I've been provided with a copy of the site report from the field insurance advisor who confirmed the ceiling didn't require replacing. But I'm not persuaded a field insurance advisor is suitably qualified to provide this opinion or give reassurance of the structural integrity of a ceiling.

I'm satisfied the letter confirming the safety of the ceiling can be sent from UKI directly, rather than the suitably qualified professional themselves, as UKI are Mr and Mrs A's insurer, and it is ultimately responsible for the reassurance it is giving. But that letter needs to be based on the advice of a suitably qualified professional. And, as it stands, I'm not persuaded that's the case here.

My final decision

For the reasons I've explained, I uphold this complaint and direct U K Insurance Limited to:

- provide Mr and Mrs A with a schedule of the outstanding works so they're aware of what needs to be completed in their home.

- arrange an effective and lasting repair of the outstanding works, to a satisfactory standard, by different workman to those who completed the original repairs.

- provide written confirmation that the ceiling is safe and hasn't lost its structural integrity as a result of the escape of water, based on the advice of a suitably qualified professional.

- pay £300 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs A to accept or reject my decision before 22 October 2024.

Sheryl Sibley
Ombudsman