

The complaint

Mr F and Mrs F have complained that an engineer working for Accredited Insurance (Europe) Ltd ('Accredited') caused damage to their home while dealing with a claim under a home emergency policy.

As Mr F mainly seemed to deal with the claim and complaint, for ease, I will normally only refer to him.

References to Accredited include companies working on its behalf.

What happened

Mr F contacted Accredited when he found water staining to a ceiling and some water on the bathroom floor above. Accredited sent an engineer to deal with the issue. Mr F then complained. He said that the engineer had disconnected a pipe without turning off the water supply and that this had caused a considerable amount of water to go through the living room ceiling and to run down the living room walls. He wanted Accredited to deal with the damage.

When Accredited replied to the complaint, it didn't uphold it. It said its engineer had gone back to his van to get a towel to clean up water but there had been no commotion. The engineer had taken photos before starting the work and the damage already there was due to residual water. Any further damage reported would have been caused by residual water escaping over time, which its engineer wasn't responsible for.

So, Mr F brought his complaint to this Service. Our Investigator upheld the complaint. He said photos provided by Mr F showed water running down the living room walls. A photo taken a couple of minutes later showed the engineer's van. So, this confirmed that water was running down the walls around the time of the engineer's visit. If it had been running down the wall when the engineer arrived, he would have expected the engineer to note it. But the only photos the engineer took were of two small areas of staining to the ceiling, along with a photo of the rear of the toilet. The photos didn't indicate any substantial leak. Mr F also said the engineer removed the cistern inlet without turning off the water and that this led to the substantial leak. Our Investigator said he was satisfied that a separate leak to the one Mr F reported was caused by the engineer and caused further damage. He said Advantage should arrange to repair the water damage to the living room and pay £100 compensation.

Accredited said the engineer was adamant the damage wasn't his fault. So, the complaint was referred to me.

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.

Having done so, I uphold this complaint. I will explain why.

When Mr F asked for an engineer to visit, the claim was logged as *“Water leaking into lounge ceiling. Customer has water leaking in bathroom above ceiling in lounge - has also noticed water on bathroom floor possibly from pipes behind toilet”*.

When the engineer arrived, he took photos of two small patches of water damage on the living room ceiling and a small pool of water at the rear of the toilet. Accredited has said that the engineer replaced parts that only conveyed water while the toilet was being flushed, but there would have been water in the pipe when he disconnected it which was unavoidable. The engineer's report lists the parts worked on as the pan connector and flush cone washer. The engineer also said he wouldn't have turned off the water to facilitate this repair.

Mr F said the engineer removed the cistern inlet without turning off the water supply. This led to a substantial amount of water leaking, which caused damage to the living room ceiling and ran down the living room walls. Mr F said he turned off the water supply at the stop cock, which stopped the water continuing to escape.

I don't think I have enough information to say with particular certainty what work the engineer carried out. But there doesn't seem to be any dispute that the water supply wasn't turned off before he started the repair. So, I've looked at the other evidence available to me to see what this shows about whether the engineer was likely to be responsible for damage to Mr F's property.

Mr F has provided photos of the damage he said the engineer caused. This included more staining to the ceiling and water running down the living room walls. Given the engineer took photos of the visible damage when he arrived, I think this indicates this damage wasn't present at the start of the engineer's visit or else I think he would likely have taken a photo of it. Mr F has also provided a photo that shows the engineer's van. This had a date and time stamp two minutes after the date and time stamp of the photo showing the water running down the walls. So, I think water was running down the walls around the time of the engineer's visit. I also note that the engineer's report said *“Pre-existing damage? No”*. Again, I think the engineer would have noted water running down the walls if this had been present at the start of the visit.

I'm aware Accredited has said that the additional water damage would have been caused by residual water over time. However, based on what I've seen, this seemed to be a sudden event that was likely caused by a significant amount of water. Looking at the photo of the rear of the toilet, this showed a small pool of water and I don't think this indicated that the original leak was likely to be the cause of water suddenly starting to run down the living room walls. Accredited has also suggested that other pipework in the ceiling could have caused the additional damage. However, I haven't seen any evidence to show this was the likely cause. For the reasons I've already outlined, I think the evidence suggests that the cause of the sudden escape of a significant amount of water happened during the engineer's visit. On balance, I think the engineer likely caused a substantial amount of water to leak during his visit and that this led to damage to Mr F's home.

I'm aware there was already a small amount of water damage present in the living room, which was visible in the engineer's photos. However, I think the additional water leak would have resulted in further water damage, including the additional damage shown in Mr F's photos. So, I think Accredited needs to arrange to repair the water damage to the living room. I also think Accredited should pay Mr F £100 compensation for the impact on him of how it dealt with this claim.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require Accredited Insurance (Europe) Ltd to:

- Arrange to repair the water damage to Mr F and Mrs F's living room.
- Pay Mr F and Mrs F £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mrs F to accept or reject my decision before 6 November 2024.

Louise O'Sullivan
Ombudsman