

## **The complaint**

Mr D's complaint is about the handling of a claim under his home emergency insurance policy with HELVETIA GLOBAL SOLUTIONS LTD.

## **What happened**

Mr D's policy with Helvetia covers a property he rents out. In late January 2024, he reported a leak through the kitchen ceiling (which had also caused a problem with the electrics) and from a downstairs radiator at the property.

Helvetia arranged for a contractor to attend. Helvetia's contractor diagnosed that the leak was coming from a toilet upstairs. He ordered some parts and returned on 6 February 2024 to repair the toilet.

The contractor said there was also a split in a downstairs radiator and the bathroom radiator, which were corroded and leaking. Helvetia says that both radiators showed evidence of rust and there were water marks and stains around the radiators, which indicated that they had been leaking for some time. Helvetia said the policy does not cover wear and tear and these issues would have already started before Mr D took out his policy in November 2023. As such, Helvetia said the damage to the radiators was not covered. However, Helvetia says that due to a miscommunication with the contractor, they did replace the radiators on 14 February 2024. I understand on 20 February 2024, Mr D reported that the new bathroom radiator was leaking and this was fixed on 28 February 2024. Helvetia also replaced the kitchen light that was damaged as a result of the leaks.

Mr D is very unhappy with the handling of the claim and complained. He says there were delays in repairing the toilet and radiators, which meant the leaks became worse and when Helvetia's contractor returned to replace the radiators he caused major flooding to the property, as he did not check if the radiators were isolated before removing them. Mr D says the contractor's negligence caused water damage to his property. He is also unhappy that the contractor left the old radiators on the pavement outside the property.

Helvetia says it dealt with the repairs in a reasonable time. It says it arranged the first appointment for 29 January 2024 but the tenant was unavailable, so it was rearranged. Helvetia says that the leak from the toilet was due to a perished toilet flush cone, which caused a leak through the ceiling of the kitchen below causing electrical damage and damage to the kitchen. It says this would have been happening for some time and the extent of the mould and damage to the kitchen ceiling and walls demonstrate this. Helvetia says the toilet flush cone was ordered and replaced on 6 February 2024, which removed the main cause of the leak.

Helvetia also says there is evidence that the bathroom radiator and the downstairs radiators had been leaking for around a year, as there was rust coloured water stains around them. It says these leaks would have also been causing damage to the property for some time before the leak was reported to it and before the policy started. However, while it said these were not covered there was a miscommunication and its contractors did go out and replace the radiators. Helvetia says the contractor had isolated the radiators at the previous

attendance to stop the leak but the system had been refilled in order to get the heating working unbeknown to the contractor, so when he took off the bathroom radiator it caused water to spill out. However, it says this is not the cause of the damage to the kitchen, which has been caused over a long period of time.

Helvetia also says that the contractors cannot dispose of the radiators themselves, so they left them in the most appropriate place.

Finally, it says that Mr D reported another leak on 9 February 2024 but the contractor could not find evidence of any other leak.

Mr D did not accept Helvetia's response to his complaint, so he referred the matter to us. He has made a number of points in support of his complaint. I have considered everything he has said but have summarised his main points below:

- Helvetia did not attend until 1 February 2024, which was a week after the leak was reported. This delay meant the leak became worse.
- The tenant called Helvetia after the visit to report that it was worse but it was not treated urgently.
- The next appointment was not until 6.30pm (after the arranged timeslot) on 6 February 2024 and the contractor did not complete the repair and made it worse.
- He reported a further leak on 9 February 2024.
- The third repair did not take place until 14 February 2024, when the contractor caused significant flooding to the property. The contractor failed to do appropriate safety checks before carrying out the work, which resulted in the flooding.
- Helvetia has alleged his tenant filled the heating system without any evidence.
- The radiator leak was not repaired properly until 28 February 2024.
- The contractor left the old radiators on the pavement, without telling them and this could have led to him being fined.
- He had to chase about the electrical repair, which was not done until 20 February 2024.
- The mould in the kitchen is as a result of the delays in Helvetia attending to the leak. If it had been present before this, the house would have been uninhabitable and his tenant would not have wanted to live in such conditions.
- Helvetia has caused damage to the bathroom floor, kitchen floor, kitchen walls, ceiling and caused the mould.
- His tenant is a single parent with children and this has caused them great difficulty.
- He is disabled and the property is his source of income. This has been extremely stressful and he now has a damaged property due to Helvetia's incompetence.

Mr D has provided videos of the leak and photos of the kitchen and bathroom to support his complaint and a quote for £2,100 to board and skim plaster the kitchen ceiling, scrape off peeling paint on the kitchen walls, repaint the ceiling and walls and lay new vinyl flooring in the bathroom. He wants this paid for by Helvetia.

One of our Investigators looked into the matter. She did not think the evidence supported that the damage to Mr D's property was caused by Helvetia's contractor, as the photos and videos showed that the leaks had been ongoing for some time. The Investigator did, however, think there were some issues with communications and in arranging the repairs, which caused some trouble to Mr D. The Investigator explained that we could not award compensation for any trouble caused to Mr D's tenant, as they are not an eligible complainant. Overall, the repairs were completed within a month and Helvetia replaced the radiators when this was not covered by the policy. The Investigator therefore considered that the additional sum of £100 was reasonable.

Helvetia accepted the Investigator's assessment but Mr D did not.

Mr D has made a number of further points in response to the Investigator. Again, I have considered everything he has said but have summarised his main points below:

- Mr D has provided information about health and safety at work legislation and water supply regulations that he says support that Helvetia's contractors should have taken action to prevent water damage by checking the radiators were empty and isolated from the water supply.
- It is unfair to link the damage caused by the flood on 14 February 2024 with any previous damage to the property. In any case, Helvetia's contractors did not raise any issue about the condition of the property during their visits.
- Mr D has also provided a document about corrosion in heating systems, which shows how quickly rust can occur.
- Helvetia should have provided him with additional support in accordance with the Equality Act 2010 due to his disability but it failed to account for his disability during the process, which exacerbated the impact on him.
- The £100 compensation proposed by the Investigator does not reflect the time, effort and emotional strain involved in this matter, or the impact of Helvetia's negligence on his health.

Mr D wants the repair costs in accordance with the quote provided of £2,100 to be paid to him; a review of Helvetia's procedures to ensure proper risk assessments are carried out by its contractors in future and increased compensation for the impact on him of Helvetia's negligence.

As the Investigator was unable to resolve the complaint, it has been passed 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.

#### Did Helvetia handle the claim reasonably and in line with the policy terms?

Mr D's policy covers repairs to the plumbing system but like most insurance policies does not cover issues that arise or exist before the start of the policy. This is no unreasonable as insurance is intended to cover unforeseen and unexpected events. Mr D's policy says:

*"General exclusions*

*What is not covered*

*Pre-existing faults*

*Any problems that our engineers judge to have happened before the start of your insurance policy".*

The notes on the file provided to me record that the claim was reported on 27 January 2024. The notes also show that the first appointment was arranged for two days later but had to be rescheduled as the tenant was not available. Mr D says the first attendance took place on 1 February 2024 but Helvetia's notes say it was 31 January 2024. Overall, whichever is correct, I don't think it makes a difference to the outcome of the complaint.

The evidence on file, including the photos provided by Mr D, show that the radiators were both cracked. There is a photo of the bathroom radiator showing a crack at the bottom left of the radiator, with a bowl to catch water under the crack and a large area of the skirting board is stained a rust colour. This stain appears to be in line with, and the shape of, the edge of the bowl. There are also photos showing significant amounts of mould on the skirting board and a pipe running along the floor underneath the radiator.

Mr D has provided a document which says that corrosion can start as soon as water is put into a heating system and advises on adding treatments to the water to prevent and minimise this. I accept this document suggests that the process of corrosion will start immediately that water and steel parts of the radiators come into contact, but it does not state that visible rust and corrosion of the metal, such as to cause a split or hole in a radiator, would happen in any particular period of time. In my experience radiators do not corrode to this extent quickly.

In any case, Mr D has not specifically disputed that the radiators were cracked before he took out the policy with Helvetia, as far as I can see. Even if he has, having considered the photographs provided, it seems clear to me from my experience that this damage was likely there for some considerable time before he made the claim and likely before the start of the policy in late 2023.

Given this, the replacement of the radiators was not covered by the policy. However, Helvetia did pay for the replacement of the radiators in error. Even if the repair was not covered under the policy, Helvetia was obliged to carry out the work to a reasonable standard.

Mr D says it did not do so and the contractor's negligence caused flooding and significant water damage to this property. Mr D also says that the delays in attending to the leak in the first place caused the water damage to his property to be worse than it otherwise would have been.

I have considered the evidence provided by both parties about this carefully.

As stated above, the evidence provided to me indicates that the radiators were leaking for some considerable time before this claim was reported. In addition, the toilet cone had perished and this would also have taken place over time, so it seems to me that this would likely have been leaking to some extent for some time as well. These leaks would have been causing damage to the property.

The photos and videos provided by Mr D and Helvetia show a significant build-up of mould in the kitchen and around the bathroom radiator. A video that Mr D says was taken on 14 February 2024, and other photos, also show the kitchen ceiling and walls has large areas of rust coloured staining; there is a large area of paint peeling off the wall near the back door and on the ceiling; a number of significant cracks on the ceiling, walls and door and window frames; and mould on various surfaces.

The Investigator asked Mr D for any photos or other evidence of the condition of the property before the claim was reported to Helvetia but he has not provided anything further.

Having considered the evidence available, I agree with Helvetia that the damage shown in the photos is indicative of long-term water damage. I have not seen anything to persuade me that the mould and damage shown in the photos, and that is set out in the quote provided by Mr D as needing to be repaired, would have developed within the period between the reporting of the claim and 14 February 2024 (a period of around two weeks).

Mr D also says that the contractors caused a further leak when replacing the radiators which caused additional damage.

The contractor's notes say he isolated the radiators on 6 February 2024, to prevent further damage from them and this seems to be agreed. I can therefore see why he assumed they were empty of water when he attended on 14 February 2024. I do not, however, consider I need to make a finding about why this happened or whether Helvetia's contractor should have taken action that would have prevented this. This is because, even if he should have done further checks before starting work on the radiators, I am not persuaded that this is the cause of the damage to the kitchen and bathroom flooring that Mr D is asking Helvetia to pay for. I will explain why.

The video provided by Mr D, which he says was taken by the tenant on 14 February 2024 – presumably taken while the contractor was working on the bathroom radiator, or immediately afterwards - does show a significant leak through the ceiling. However, as set out above, the video also shows that the kitchen ceiling and walls already had large areas of rust coloured staining; areas of peeling paint on the walls and ceiling; a number of significant cracks on the walls and door and window frames; and mould on various surfaces.

Given this damage, which would have taken time to develop, is visible in the video taken on the same day the contractor replaced the radiator and it leaked, I do not think it can reasonably be concluded that this damage was due to anything the contractor did, or did not do, on 14 February 2024.

With regard to the bathroom flooring, I note that this appears to be wooden floorboards. Again, there is evidence in the photos provided of long-term water marks to the flooring. As stated above, the bathroom radiator showed signs that it had been leaking for some considerable time before this claim was notified to Helvetia. I note that the new radiator needed some further work, as it was leaking. Mr D has provided a photo taken on 20 February 2024, which shows a small puddle of water on the floor near the valve. Helvetia's notes say its contractor attended again on 28 February 2024 to fix that. There is no persuasive evidence that this caused any additional damage.

I note the quote provided by Mr D does not state that the wooden boards need to be removed or replaced but rather quotes for the "*supply and fit new vinyl for bathroom floor*". Given this, I do not consider it is evidence that the floor was so damaged by anything Helvetia's contractors did wrong that it would need vinyl flooring to be fitted.

It seems to me the reboarding and repainting the kitchen ceiling and walls and other items quoted for were necessary before Helvetia attended. I do not therefore intend to ask Helvetia to make any payment towards these repairs.

#### Electrical repair

Mr D says he had to chase the electrical repair. I cannot see that this was raised until after the radiators were replaced. Helvetia's notes state that they attended on 20 February 2024 to find the lights not working and they replaced the kitchen light which had been damaged by the leaks.

#### Helvetia's process

Mr D has asked that we review Helvetia's procedures and ensure that its contractors follow proper protocols in future. We do not always examine exactly why something happened, even if we think that a business has done something wrong, as we are not the regulator and cannot require businesses to change their practices or systems. Instead, where something

has gone wrong, it is my role to consider how that might be put right. However, there is no automatic right to compensation when things do go wrong.

### Compensation and the Equality Act 2010

I can only consider and make an award that recognises the impact of any wrongdoing by a financial business on an eligible complainant. In this instance, the eligible complainant is Mr D. I cannot therefore consider any impact on his tenant caused by delay in repairing the leaks and the electrics.

Mr D says that Helvetia has breached the Equality Act 2010 by failing to provide appropriate reasonable adjustments for him.

If Mr D wants a decision that UKI has breached the Equality Act 2010, then he'd need to go to Court. However, I have taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable.

I cannot see that Mr D asked Helvetia to make any reasonable adjustments in order to accommodate him and he was not living in the property.

The repairs were completed overall in around a month. It may have been possible to complete the repairs sooner than this but as stated, Mr D was not living at the property and so was not directly impacted by any delay. However, I can see that he did have to chase the appointments and arrange additional appointments, for instance for the leak from the new radiator, and there were some communication issues. This would have been frustrating for Mr D. I have not seen any persuasive evidence that this was aggravated by his disability. Having considered everything provided to me very carefully, I therefore consider the £100 compensation proposed by the Investigator to be reasonable to reflect the trouble caused by this.

### **My final decision**

I uphold this complaint in part and require HELVETIA GLOBAL SOLUTIONS LTD to pay Mr D the sum of £100 for the distress and inconvenience caused by its handling of his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 11 April 2025.

Harriet McCarthy  
**Ombudsman**