

The complaint

Ms T complained that esure Insurance Limited (esure) unfairly declined to complete repair work following a leak caused by its contractors, under her home buildings insurance policy.

What happened

In December 2022 Ms T said her property was damaged by a flood. She made a claim to esure, which it accepted. It then arranged for the necessary repairs. Ms T explained that the repairs were substandard and had to be redone. This included the strip-out and reinstatement of her en-suite bathroom. Ms T said this was done twice due to poor workmanship. Because of the remedial work the repairs weren't complete until April 2024.

Ms T said she noticed water damage to her kitchen ceiling in September 2024. This is directly beneath her en-suite bathroom. She said this was found to be the result of a faulty toilet pan connector. Reinstatement work was agreed and started in October. When the ceiling was removed a further leak was identified from a vent pipe connection to the soil stack. Ms T said esure's plumber thought this had been caused by the previous works.

Ms T was then told by esure that it wasn't responsible for this pipe or for the reinstatement work due to the leak. Since this time, she explained that her kitchen has been in a state of disrepair, making it barely usable. Ms T said the ground floor is draughty and cold and the plastic sheeting covering the ceiling billows and becomes loose. She didn't think she'd been treated fairly and complained.

In its final complaint response esure maintained its decision not to cover the cost of the repairs to Ms T's kitchen. It said a surveyor and its contractor had concluded the leak from the vent pipe was unrelated to the repairs it had undertaken.

Ms T disagreed with what esure had said and referred the matter to our service. Our investigator didn't uphold her complaint. He said that neither Ms T's plumber, nor her builder had confirmed the cause of the leak. And he didn't think the evidence showed esure's contractor was at fault.

Ms T didn't accept our investigator's findings and asked for an ombudsman to consider her complaint.

It has 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.

Having done I'm not upholding Ms T's complaint. I'm sorry to disappoint her but I'll explain why I think my decision is fair.

Ms T described poor workmanship from the contractors esure appointed. This related to her claim from 2022. Remedial work was required on more than one occasion to put right

substandard work. This delayed completion of the repairs over a period of many months. However, I'm not considering these points here. My decision will focus on whether esure is responsible for the damage caused to Ms T's ceiling and kitchen, due to a failed connection between a waste and vent pipe.

esure's claim notes show Ms T reported cracking to her kitchen ceiling around September 2024. She explained that on investigation esure's contractor found this was caused by a faulty toilet pan connector. This isn't detailed in the claim records provided, so I asked esure for its comments. In its response it said its contractor identified an issue with the toilet waste fitting and fitted a new pan connector. However, Ms T reported continuing leaks when the toilet was flushed. esure confirmed a leak was then found to originate from a flexible pan connector that joined two sections of rigid soil pipe horizontally. It said this wasn't observable due to its location in the eaves of the building.

I've read the report provided by esure's 'technical surveyor' who it says is responsible for overseeing the contractors it employed. I've copied the relevant excerpts from this report below:

"I am led to believe that the policyholder is claiming that [contractor] are at fault for the recent leak which has been identified as a substandard fitting to the soil stack which is concealed between floors and boxwork. Firstly, the [contractor] warranty only covers work carried out by our contractors; the newfound leak is not a result of any works completed by [contractor] and no warranty cover would be considered.

The policyholder also advises that the substandard pipework would have been visible during the renovations, this may have been the case, however, [contractor] still did not carry out any work on this section of pipework. It is claimed by the policyholder that [contractor] should have identified the defective pipework connection during their repair works, I am certain if this was identified by the [contractor] plumber, they would have brought this to the policyholder's attention and informed [esure's agent] of the issue.

The strip out work to the wall, ceilings or floor would not have been carried out by the plumber, the plumber may have disconnected and removed then set aside the suite to enable strip out works to commence and different workmen carry out the removal and reboarding works, these workmen would not have noticed the defective pipework or have been aware of its lack of suitability. By the time the surfaces had all been replaced the plumber returns to install the set aside suite, the defective pipework would not have been visible at this time.

Given the location of the pre-existing defective pipework and works carried out to the property, [esure's contractor and agent] cannot be held responsible for the recently identified fault. However, [contractor] have attended and replaced the WC pan connector and traced the recently reported leak to the soil stack fitting."

esure based its position on the surveyor's findings. It said this showed the leaking connection between the vent and soil pipe would not have been seen by its plumber during the reinstatement work. Meaning this would not have been identified as an issue. In addition, it maintained that the flexible vent pipe that was originally used to connect to the soil pipe, wasn't suitable for this purpose.

An email record on 16 October 2024 from esure's agent, said the contractor had found a "flexi pipe" had been used instead of a four-inch pipe. The email said that it was the flexi pipe that was the source of the leak.

I've read the message between Ms T and her plumber. She asked him to confirm what he'd

found when he examined the vent/soil pipe. She then confirmed her recollection to the plumber in her message. This said the pipe and connection were “*entirely fit for purpose and properly installed*”. Also, that the “*reconnection has been effective... with no signs of leakage*” and “*the flexi pipe used creates a reliable seal when reconnected and no further remedial work is necessary*”. In his response Ms T’s plumber said, “*All connections were fine and fit for purpose*”.

In addition to this Ms T said the builder she approached for a quote for repairing her kitchen confirmed the existing connection was acceptable.

From what I’ve read the leak from the vent pipe connection resulted in the damage to Ms T’s kitchen ceiling. The toilet had to be removed and installed several times. It’s possible this resulted in the flexi-pipe being disturbed. But the initial repairs took place In April 2024. The staining to the kitchen ceiling wasn’t noticed until five months later. esure has said that this time lag indicates the leak is unconnected to its previous work. I think this makes sense.

I asked esure to explain more about why this type of fitting is unsuitable, given the conflicting information Ms T provided.

In its response esure referred to, ‘Building Regulations 2010 – Approved Document H’. This relates to drainage and waste disposal systems. I’ve copied relevant excerpts from this document below:

“Efficient Conveyance: Systems must efficiently convey wastewater to minimise blockages and leakage.

Accessibility: Pipework should be accessible for clearing blockages.

Flood Risk: Systems must not increase the building’s vulnerability to flooding.

Capacity: Drainage systems must be adequately sized to handle expected flow rates.”.

The business said this implies fittings which reduce flow, are inaccessible, or prone to leakage (like concertina-style flexible connectors) may not meet best practice - even if this is not explicitly prohibited under building regulations. esure referred to the British Standards code of practice (“the code”) for above ground drainage. Of most relevance here is that it says installations should follow best practice to ensure durability and performance. from the code the business highlighted the use of flexi-pipe compromises flow, increases risk of leakages in concealed areas, and can shift under strain. It said that the application of best practice, under the code, is to discourage the use of flexi-pipe in the way it was used in Ms T’s home.

I’ve thought carefully about whether it’s fair that esure declined to cover the damage for the reasons it gave. Having done so, I think it was. I say this because it’s shown that the flexi-pipe used in the original installation was unsuitable. The use of this pipe meant it was more likely that this section of the wate pipe system would fail. The records indicate that the flexi-pipe wasn’t touched during the initial repairs - and it was unlikely to have been observed by a plumber involved in these works. From what I’ve read, and from the photos provided, the incorrect use of a flexi-pipe is what caused the damage Ms T reported. This means the damage wasn’t the result of poor workmanship on the part of esure’s contractors.

I acknowledge Ms T’s argument that the leaking toilet pan connector had caused damage – and this contributed to the repair costs she wanted esure to cover. This was the result of work esure arranged. But the damage caused by the pan connector leak was repaired by stain blocking and painting the kitchen ceiling. It was several months later that evidence of a

leak from a different location was found. This was from the flexi-pipe connection located in the eaves.

Having considered all of this I don't think esure treated Ms T unfairly when it declined to carry out further repairs for the damage to the ceiling and her kitchen, for the reasons it gave.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 27 October 2025.

Mike Waldron
Ombudsman