

The complaint

Mr R has complained about the way Domestic & General Insurance Plc (D&G) handled a claim made through his home emergency policy.

What happened

The details of what happened are well known to both parties. So, I will just summarise them here.

- Mr R has a home emergency policy with extra plumbing and drains insurance.
- He says he contacted them on 23 November 2024 to report an ingress of water.
- D&G say a repair agent attended on 26 November 2024 and completed a temporary repair, which they say was in line with the policy terms and conditions. They say Mr R was advised to complete a permanent repair.
- Mr R says he contacted D&G again on 5 December 2024 as he had noticed a continuation of the leak. He says he was told to contact the previous repair agent directly. And after initially being told they would attend again, he was told that they had completed repairs, identified the cause and weren't required to attend again under the policy.

Mr R was unhappy and brought a complaint to our service for an independent review. He said D&G hadn't done what they should have and it had caused water staining and a damaged ceiling amongst other issues.

Our investigator looked into it and didn't think D&G had done enough. He said that whilst he couldn't be sure the impact of the second leak, he felt the temporary repair had failed and a second temporary repair should have been made. For not doing so, he recommended they repair any ceiling damage, as well as compensation and a contribution towards a dehumidifier that Mr R says was needed.

D&G didn't agree, they maintained they'd done what they needed to and that any damage from the second instance was the fault of Mr R not completing the permanent repair that he was advised to.

As no agreement was reached, the case was passed to me and I issued my provisional findings on 17 September 2025. An extract of which, forms part of my decision below.

I don't agree with the outcome reached by the investigator, and I only think this complaint should be upheld in part. Let me explain why.

Mr R's policy says that in the situation of a home emergency (which they accepted the leak and water ingress on 23 November 2024 was, they would "*arrange for an approved contractor to assess the situation and...carry out a temporary repair to your*

home (or a permanent repair if this costs the same as or less than a temporary repair”.

D&G have provided clear notes and evidence from the engineer who attended on 26 November 2024. These include photographs and a statement which said that he had completed a temporary repair, explained what he had done and that he'd advised that a permanent repair was recommended. This is what D&G were required to do under the terms of the policy.

Mr R has complained that a few days later (prior to his call on 5 December 2024) that fix failed. Causing him further damage, including internal ceiling damage. However, I haven't been persuaded that was the case. Mr R hasn't provided any evidence that the repair failed. Either through photographs or in a statement from his private contractor, who resolved the matter on 10 December 2024. There is no evidence that there had been a further water ingress, and that it was because the temporary repair had proven to be defective.

Mr R's contractor says he carried out a *“leakage repair and change of drainage pipe, plaster board, plastering, painting and decorating”*. This was a permanent repair that Mr R was advised to carry out on 26 November and is not provided for under the terms of his policy. I could only fairly ask D&G to pay or contribute towards this if I thought they had done anything wrong in regard to their temporary fix. Whilst I note Mr R called further and said the matter had got worst, this doesn't mean it was because the temporary fix failed. I am more persuaded it was either a new leak or because a permanent repair had not yet been completed (as Mr R was advised to do).

However, I do believe Mr R should be compensated for the engineer not returning after the second call on 5 December 2024. Whilst Mr R says he was initially told they would be attending, I believe they should have done, to consider whether the temporary repair had been effectively done or whether this was a new leak. I believe the policy provides for this and D&G haven't been able to give me a sufficient reason why this didn't go ahead. I think they should compensate Mr R £200 for the impact and inconvenience of this.

In summary, I am not satisfied from the evidence provided that D&G did anything wrong or didn't meet what was required of them under the policy, when completing the temporary fix. The evidence has not persuaded me that any further water ingress was the result of a D&G failing. However, their engineer should have reattended following the call on 5 December 2024.

D&G responded to the provisional decision to say they accepted the findings.

Mr R didn't agree and responded in full. Amongst his points in reply, he said:

- The initial call was a roof leak with no damage to the ceiling.
- He was told the initial repair was watertight and would last four weeks and if he got any further issue, he should contact them.
- He was led to believe that he didn't need the permanent repair within four weeks.
- Water came in on 5 December 2024, following the first rain since the initial repair. This time it came through his ceiling.
- He was told the agent wouldn't attend again, then told he would as the repair should have lasted. Before being given a final answer that they would not be attending again.

- He says he has provided evidence of the damage and that it is due to the initial repair failing.

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, my decision remains as I set out previously provisionally. Let me explain why.

Having considered Mr R's reply in full, I empathise with him and the position he is in. I understand the financial implications of the claim being declined. However, his policy provides emergency cover only and allows only for a temporary fix. The only situation here where it would be fair to ask D&G to pay for the full repair, if is they did something wrong or not in line with the policy terms, and it has caused detriment to Mr R. I don't believe they have here.

There is no evidence on file that the attending engineer completed an insufficient initial, temporary repair. Mr R hasn't provided anything to evidence what was done not being enough or what should have been done instead. I also haven't been provided any evidence that the temporary fix failed. Mr R himself said in his submission to us, that the second leak was worse than the first. This suggests to me that there was a secondary or worsened issue, rather than the initial fix had failed.

Mr R has said he was told the temporary fix would last four weeks. I haven't been provided with any further evidence of this or that a guarantee was provided. However, even if I was satisfied it had been, it doesn't mean D&G have done anything wrong because there is no evidence the temporary fix failed.

Mr R remains unhappy that the engineer didn't attend after the second reporting of the leak, and I believe they should have. However, this didn't impact the damage which had already occurred and been reported. The impact of this is the distress and inconvenience it caused Mr R and so I think £200 compensation is fair in these circumstances.

In summary, I am not satisfied that the damage being claimed for was the fault of the initial repair or the engineer (on behalf of D&G) not doing what they should have. They should have attended the second time, but the damage had occurred, so compensation for this is fair.

My final decision

I uphold this complaint and require Domestic & General Insurance Plc to pay Mr R £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 24 October 2025.

Yoni Smith
Ombudsman