

The complaint

Mr S complains about the way Financial & Legal Insurance Company Ltd (F&L) handled the claim he made under his home emergency insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Mr S holds a home emergency policy provided by F&L. In late December 2024 Mr S reported a claim to F&L after suffering a leak at his home. An engineer attended and identified the source of the leak.

In January 2025 Mr S raised a complaint as he was unhappy repairs still hadn't been carried out. F&L apologised and agreed to reimburse Mr S's £95 policy excess.

Repairs were eventually carried out on 17 January 2024, but Mr S was unhappy with the repairs that had been carried out. He said the engineers had caused damage to his property and left it unsafe. Mr S subsequently referred his complaint to this Service.

In June 2025 F&L issued Mr S with a final response to his complaint. It said repairs took longer than they should have done, and it failed to provide Mr S with consistent updates. It said it had arranged for an engineer to attend to make sure the area was safe, and to clean the walls, and offered to pay Mr S £100 compensation.

Our Investigator looked into things. He said he thought the compensation F&L had offered was reasonable in the circumstances. However, he said he thought the inspection panel which had been fitted by F&L's engineer hadn't been fitted appropriately and so it should arrange for this to be rectified.

Neither party agreed with our Investigator's view. F&L said if its engineers fitted an inspection panel, it would have been done so as a temporary measure and not intended as a permanent reinstatement solution which would be Mr S's responsibility.

Mr S said F&L had agreed to reimburse him the costs of taxis he had paid to ensure someone was at the property for the engineer visits. He also didn't consider the compensation F&L had offered to be fair.

I issued a provisional decision about this complaint and I said:

'I want to acknowledge I've summarised Mr S's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr S and F&L I've read and considered everything that's been provided.'

The terms of Mr S's policy explain F&L will provide cover for incidents to his internal plumbing or external drainage system, which includes the replacement of leaking

pipes. It also explains F&L won't cover reinstatement costs relating to any surface excavated as part of a claim, nor will it be responsible for reinstating floor coverings, fixtures or fittings to their original standards.

I'm satisfied in order to repair the leak at Mr S's property, it was necessary for F&L to make holes in Mr S's floor and wall. F&L arranged for an engineer to return to Mr S's property following the repair to make the hole in the floor safe, which I think is reasonable in the circumstances. And whilst Mr S has said he believes the delays by F&L meant the engineers had to make a larger hole in his floor, I've not seen persuasive evidence of this.

Mr S has also said the inspection hatch fitted by the engineer, covering the hole in the wall wasn't fitted straight and didn't sit flush to the wall. Having reviewed the photos provided by Mr S, I agree this hasn't been fitted straight. However, I think F&L's position that this was a temporary measure following the repair is a reasonable one. This is a home emergency policy and so under the terms of the policy F&L weren't required to reinstate the property back to its original standard. This would ultimately be the responsibility of Mr S. So, whilst I acknowledge Mr S's frustration that this wasn't fitted straight, given this was a temporary measure, I don't think it's reasonable to require F&L return to rectify this.

Mr S has also said the engineers caused damage to the ceiling in his downstairs bathroom. I can see the original engineer who visited Mr S's property has noted the leak caused the floor to rot and damaged the ceiling in the downstairs bathroom. So, having considered this, alongside the photographs of Mr S's ceiling, I'm not persuaded this damage has been caused by the engineer, but rather was a consequence of the leak. So, I don't require F&L to take any action in relation to Mr S's ceiling.

F&L has acknowledged the repairs to Mr S's property took longer than it should have done and it didn't keep him appropriately updated. It has reimbursed Mr S's policy excess of £95 and offered a further £100 compensation. So, I've considered whether I think this is reasonable to acknowledge the impact to Mr S.

I think Mr S has suffered additional distress and unnecessary inconvenience due to the delays in repairs being carried out. He was without full use of his facilities for a couple of weeks, and had to spend unnecessary time speaking with F&L to arrange engineers to visit his property. Taking into consideration the length of the delay, alongside the time Mr S spent attempting to resolve this issue, I think the total of £195 compensation F&L has offered is reasonable in the circumstances.

Mr S has said he had to pay for taxis so his mother could be at the property during the engineer visits. I'm satisfied this isn't something covered under the terms of his policy, and it would be Mr S's responsibility to ensure someone is at the property during engineer visits. However, Mr S arranged for his mother to be at his property on 16 January 2025, when he was told repairs would take place, only to learn later that day the engineer wouldn't be attending. Had the engineer attended as planned, or Mr S been kept appropriately updated, he wouldn't have incurred this unnecessary cost.

Mr S has provided an invoice to show it cost him £75 to arrange his mother's taxis on 16 January 2025. So, if Mr S can provide F&L evidence he has paid this cost, it should reimburse him the £75 for taxis he paid so his mother could be at his property on 16 January 2025.'

F&L didn't provide me with any further comments or evidence to think about. Mr S accepted the provisional decision. He also provided his bank statement showing proof of payment for the taxis he booked.

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.

As neither party has given me anything further to think about, I see no reason to reach a different outcome to the one I reached previously. So, I uphold Mr S's complaint for the reasons I set out in my provisional decision.

My final decision

For the reasons I've outlined above I uphold Mr S's complaint about Financial & Legal Insurance Company. I require it to:

- Reimburse Mr S his £95 policy excess if it hasn't done so already.
- Pay Mr S a total of £100 compensation if it hasn't done so already.
- Reimburse Mr S the £75 for the taxis he paid for his mother to be at his property on 16 January 2025.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 3 March 2026.

Andrew Clarke
Ombudsman