

complaint

Mr and Mrs C are unhappy with the way that their home emergency claim was dealt with by Covea Insurance plc. The policy is a branded one sold through a retailer, and the claim was handled through a loss adjusting firm. For convenience I shall refer to Covea throughout.

background

Mr and Mrs C contacted Covea on 7 August 2018 as they had discovered a leak coming through the ceiling from their upstairs kitchen. Covea sent out an emergency plumber the same day, who stopped the immediate leak. But next day Mr C noticed the leak was still ongoing. The same plumber returned that day and found a second leak which he stopped. That plumber couldn't carry out trace and access but thought there may be further leaks. Mr and Mrs C requested a further visit to deal with this. They were offered a late evening visit but they preferred to have one at 09:00 the next day.

On 9 August an engineer was booked to come out to do the trace and access. He didn't come at 09:00 as promised but they were then told he was due to come out between 9 and 1 which they weren't happy with. Mr and Mrs C were assured that he would be carrying out repairs but were told by the engineer over the phone that he would only be quoting for the work. Mr C spoke to Covea and was assured that wasn't the case. The engineer arrived and said he couldn't do the work as it would involve going through the ceiling and he suspected asbestos might be present. Mr C told him to leave. He saw the engineer was still sitting outside in his van and he took a photo so as to identify the company and the registration number. He tells us that the engineer then took a photo of him and threatened to put it on social media. Mr and Mrs C were very distressed by this.

Covea sent out an engineer for a further visit on 10 August. This time he managed to carry out a repair by lifting part of the kitchen floor. He found three or four leaks in the waste pipe which he fixed. Mr and Mrs C were advised that more extensive work might be needed as there may be further leaks, but this would have to be done under the buildings policy. Mr C has advised that he has had the repairs done for less than the excess, so didn't need to make a claim.

Covea said that given the distress Mr and Mrs C had clearly experienced as a result of the claim, it was prepared to offer them £200 as an ex-gratia payment. It said it couldn't take any action concerning the engineer's behaviour as he'd denied taking a photo or making threats.

On referral to this service our investigator ultimately thought that the £200 offered was sufficient and in line with the awards we make in similar circumstances. Mr and Mrs C weren't happy with that.

The matter has been passed to me for further consideration.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

For the first two visits and the fourth visit, I think Covea and its contractors acted fairly. They were emergency call-outs and it was reasonable to believe the work the first plumber did to stop the leak was sufficient. On the second call-out, he stopped a different leak but made it

clear that he couldn't do further trace and access. As this was a claim under the home emergency cover in their policy, I think this was reasonable. And on the fourth call out, the problem was resolved. Leaks can be difficult to trace especially where there may be multiple leaks.

I think for the third visit, Covea did fail to give an adequate service to Mr and Mrs C. I don't think that offering a late evening appointment for an emergency callout was unreasonable. But they were assured by the claims adviser at Covea that the engineer was instructed to carry out repairs. They were also told he would be attending at 09.00 . But the engineer had clearly been told by his company that he was to attend simply to do a quote and arrived between 9 and 1. This was despite attempts by Covea's claims adviser to make it clear to the company that he was expected to carry out repairs.

When the engineer did attend he suggested there may be asbestos in the ceiling and that the job was too extensive bearing in mind the £1,500 limit on the emergency cover. Mr C says his property is too old to have asbestos, although if the engineer thought the ceiling had artex in it (which often contains asbestos), it would have been reasonable not to cut through the ceiling. The fact that the other plumbers who attended had no such concerns leads me to think the engineer didn't assess the job properly. In those circumstances I think that Mr and Mrs C were justifiably annoyed that the work wouldn't be done that day.

The fact that the engineer went out and sat in his van must have also been annoying. Mr C admits taking a photo of the van, not of the engineer, who can't be seen in the photo. But what happened next is disputed. Mr C says the engineer took a photo of him and threatened to put it on social media. The engineer denies this and has provided a written statement of what he says happened..

Our investigation procedure involves speaking to the parties, and reviewing the documents. There were a number of telephone calls with Covea which I've also listened to. But we aren't a court of law. We have no power to force parties to give evidence or to cross examine them under oath. I understand that Mr and Mrs C have given their genuine recollection of what happened. But as this is contradicted by the engineer, I don't think that I can safely say, where there is a dispute, whose testimony I prefer and therefore, what is most likely to have happened. Because of that I can't make any findings about the engineer's conduct.

As the final visit by an engineer resolved the leak problem, the compensation offered is for the confusion caused by the third visit. And I agree that Mr and Mrs C were led to expect their leak would be repaired that day which didn't happen because the engineer wouldn't carry out the repair Covea expected him to do, partly because he had the wrong instruction from his company. Covea has offered £200. Whilst I recognise Mr and Mrs C's distress, the matter was resolved the next day. I think the sum is fair and reasonable compensation, and in line with awards we have made in similar cases.

If Mr and Mrs C want to accept Covea's offer, they should get in touch with it directly.

my final decision

I don't uphold the complaint. I make no award against Covea Insurance plc

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs C to accept or reject my decision before 17 October 2019.

Ray Lawley
ombudsman