

## **The complaint**

Mr M complains about Highway Insurance Company's (HIC) standard of repairs and a declined claim, under their home insurance policy.

## **What happened**

Mr M had a leak at his home. He made a claim with HIC, who sent a loss adjuster to assess the damage. The claim was accepted, and contractors were sent in to carry out the process of drying the area, replacing the kitchen units, flooring, and redecoration. Mr M moved out of the property during this time.

When he moved back into the property, after HIC said that the works had been completed, he found that the standard of the repair works were poor. Moreover, he found that in several of the newly installed kitchen cupboards, mould was growing inside them. He also noticed that there was staining on the ceiling and walls, which he believed to be a further leak. He contacted HIC who carried out an assessment to find the cause of damage.

HIC concluded that the leak originated from a shower cubicle due to poor sealant/grout. It said that this was a maintenance issue which wouldn't be covered under the policy. So, it declined this claim.

Mr M complained to HIC as he said that prior to the original leak he had no issues with the shower cubicle. He said that when the bathroom floor had been replaced by HIC's contractors, this caused the damage to the cubicle, which in turn caused the leak that he experienced. So, he wanted HIC to cover the claim. But due to the poor service he experienced in general, he referred a complaint to our service.

HIC issued a final response, in which it accepted that there were remedial works that were required. But it maintained that the new leak wasn't covered under the policy and the claim remained declined.

Our investigator considered the complaint and thought that it should be upheld. He said that HIC acknowledged that the remedial work was required, following the first repair work. He believed that the second escape of water wasn't due to failed silicone or grouting, but as a result of the HIC's contractors who had removed the previous floor tiles and likely disturbed the shower tray. He was persuaded by Mr M's comments that the shower hadn't been used before he noticed the signs of the leak. He noted that neither party had produced an independent report of how the damage occurred. And he recommended that HIC accept the claim and pay Mr M compensation of £300 for the trouble and upset caused.

Mr M accepted the view, HIC did not. It said that it would take a considerable amount of force/impact for the shower tray to be disturbed as it is a fixed structure. It said that its contractors worked outside of the shower tray as the original damage flooring didn't extend under the shower tray. So, it asked for a decision from an ombudsman.

## 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, I will uphold this complaint, for much the same reasons as our investigator, and I'll explain why I think the decision I've reached is fair.

HIC said that there was enough evidence to show that the new damage wasn't linked to the wrong doings of the contractors involved. It said that one of the contractors, replaced the entire ceiling and there was no damage when they left. They also confirmed that when the bathroom floor was replaced, at no time was the shower tray disturbed.

HIC also confirmed that the other contractor had carried out the drying process and issued certificates on completion of the drying. It further said that it believed the leak was due to a gradual fault, in that, the sealant or grout had failed. It said that as it thought that when Mr M had returned to his home, and used the shower, this highlighted the leak.

Finally, HIC relied on the photos that showed that timber was rotten. And these were the main reasons it declined the claim.

Mr M said that prior to the initial leak, there had been no issues with the shower cubicle. After the leak and more importantly after the HIC contractors had removed the flooring in the bathroom (which had been the source of the initial leak) and they returned home. He noticed the staining on the walls and ceiling in the kitchen, as well as the mould that had already been forming inside some of the kitchen cabinets. He said he hadn't used the shower at this point. So, he believed that HIC were responsible for the leak and the damage that ensued.

Mr M relied on photos of the shower area before and after the leak. He believed that HIC contractors during the removal of the flooring in the bathroom, disturbed the shower tray, which ultimately caused the leak.

I have been provided with photos from Mr M. One of those photos show a cracked tile by the side of the shower cubicle. Because of this and in the absence of any expert evidence from HIC to the contrary, I'm persuaded that the contractors used some force/impact when the tiles were removed, and this ultimately disturbed the shower tray and caused failure to the grout/sealant.

Also, in the evidence that HIC provided, the trace and access that was conducted to find out the cause of the damage noted that there was *'improper sealing of the floor, allowing escaped water from the shower to travel into void below bathroom floor and adjoining cupboard subfloor, affecting kitchen wall and ceiling below.'* It was advised that the *'shower cubicle and tray required removal and refitting'*.

Given the evidence, as well as the poor standard of repairs, I think it is more likely than not, that the shower tray was disturbed and this resulted in the failure of the sealant, as well as the floor (that had been installed by the HIC contractors) having not been sealed correctly. Consequently, I think that in the circumstances, HIC ought to cover the second claim.

HIC accepted that remedial works were needed at Mr M's property. And I think it's fair and reasonable that the work is undertaken by different contractors, if possible, as it's clear that Mr M has lost faith in the current contractors. Or that a cash settlement is provided to Mr M, so he is able to enlist his own contractors to carry out the remedial works.

I also think that given the errors made by HIC, it should pay Mr M £300 compensation for the trouble and upset caused, as I'm satisfied that the errors required a reasonable amount of effort to sort out. And that the amount is fair and falls within our guidelines.

### **Putting things right**

To put matters right, I direct HIC as outlined below.

### **My final decision**

For the reasons given, I uphold this complaint.

Highway Insurance Company to cover the cost of the second claim. Either by using alternative contractors, if possible or by settling the claim with a cash settlement so that Mr M can instruct his own contractors.

Highway Insurance Company to carry out the remedial works. Either by using alternative contractors, if possible or by settling the claim with a cash settlement so that Mr M can instruct his own contractors.

Highway Insurance Company to pay Mr M £300 compensation for the trouble and upset caused.

Highway Insurance Company should pay the compensation within 28 days of the date we tell it Mr M has accepted my final decision. If it doesn't, Highway Insurance Company should pay 8% simple interest on the amount from the date of my final decision to the date of payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 1 August 2023.

Ayisha Savage  
**Ombudsman**