

The complaint

Miss C complains that AWP P&C SA cut her water supply pipe which led to significant water damage in her home. She wants AWP to cover the cost of repairs.

Any reference to AWP includes actions taken by its agents.

What happened

Miss C had home emergency insurance provided through her bank and underwritten by AWP. She explained that after finding water around the tank and her boiler stopped working, she claimed under the policy.

AWP visited on three occasions over the next four days. Miss C said it did nothing on the first visit but on the second visit it cut and capped one end of the water pipe. On her return home the following day, she found her house was flooding from the uncapped cut end of the water pipe. Miss C called AWP again. She said it attended and capped the pipe properly this time.

Miss C complained to AWP. She said the damage was caused by its negligence and she expected AWP to pay for the repairs.

AWP looked into her complaint, but it didn't accept responsibility. AWP said it capped the correct pipe, drained the cylinder, tested the pipe and there was no leak when it left. After looking into the cause of the leak, AWP said it was because of a faulty mixer tap which wasn't a foreseeable event.

Miss C brought her complaint to us.

Our investigator didn't uphold Miss C's complaint. She said the evidence suggested that AWP had acted reasonably in capping the pipe and it was fair to rely on the expert report which stated that a mixer tap caused the subsequent leak. Our investigator didn't think AWP had done anything wrong.

Miss C disagreed, so the complaint was 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 so, I've decided not to uphold Miss C's complaint. I'll explain why.

I've looked at the detail of Miss C's complaint about the leak and subsequent flooding of her home. Based on the evidence, it's clear that each time AWP attended, it completed temporary work to stop the leak and told Miss C that her tank needed to be replaced.

The policy Miss C had was for emergency cover, which meant AWP was not responsible for completing the permanent repair. This is explained in the policy booklet, and it specifically

excludes cover for:

- *Replacing water tanks, hot-water cylinders, radiators or sanitary ware.*

I understand Miss C thinks AWP's temporary repairs were faulty. AWP capped the water tank supply pipe and, after inspecting the work following Miss C's complaint, its expert report confirmed that the temporary fix was completed correctly. Furthermore, the report explained that the only possible reason for the water moving up the pipe and leaking out would've been because of a problem with a mixer tap. AWP said there was no reason for it to foresee that eventuality.

AWP's explanation seems plausible, and Miss C hasn't provided any evidence which causes me to doubt the accuracy of its report.

Miss C said AWP's negligence caused the water damage to her home. It's not within my remit to determine negligence - only a court can do that. Instead, I've looked at whether AWP's actions were reasonable in the circumstances.

AWP's responsibility as the provider of home emergency cover was addressing the immediate problem. I'm satisfied that's what it did when it capped the water pipe, and it recommended that Miss C replace her tank. I don't think it's reasonable to say AWP should have anticipated a further problem – with the mixer tap – which was unrelated to the initial issue.

Overall, I'm satisfied that AWP completed work in line with the terms and conditions of the policy, and there's no evidence to indicate that it caused further problems. Therefore, I see no reason to expect it to pay for the subsequent water damage.

AWP advised Miss C to claim under her home insurance, which I think was reasonable advice. She may now wish to consider that.

My final decision

For the reasons I've given above, my final decision is that I don't uphold Miss C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 20 September 2023.

Debra Vaughan
Ombudsman