

## **The complaint**

Ms N complains about the way two home emergency claims were handled by Churchill, and damage her home experienced. She wants Churchill to increase its compensation to match the excess she has had to pay on her subsequent buildings insurance claim.

## **What happened**

Ms N held buildings and home emergency insurance with Churchill. Her home emergency cover provided up to £500 of assistance on each claim and included cover for emergencies relating to plumbing and internal drainage.

On 20 September 2022, Ms N logged two claims with her home emergency cover. One related to a leak from the pipes under her kitchen sink, and the other related to a leak from the downstairs toilet.

At the time of logging the claims, Ms N made it clear to Churchill that she needed both water and a toilet downstairs for accessibility reasons.

Churchill aimed to respond to escape of water claims within 4 hours, but was unable to send an engineer until 22 September. On that date, the engineer for Churchill noted that both leaks required parts to be ordered.

The water supply to the downstairs toilet was initially isolated, but then restored due to Ms N needing access to it. She accepted that the continuing leak may cause damage.

Ms N chased up the repairs on 26 September 2022 and at that time a quote had not yet been received for the sink leak.

On 27 September 2022, Churchill obtained a quote for repairs to the toilet, for £502.80, £2.80 more than the limit of cover for one claim. Churchill then delayed ordering the part until Ms N paid the £2.80 extra cost on 11 October 2022.

Repairs for the sink were then arranged for 27 October 2022. Replacement of the toilet pan was also arranged for 27 October 2022.

During the repair of the sink, the engineer encountered difficulty separating the sink from the pipe and the sink was damaged. Ms N contacted Churchill and Churchill advised that the sink, taps and damaged worktop were not covered by the home emergency cover and that she would need to make a claim under her buildings insurance for repair.

Ms N made that claim and had to pay a £450 policy excess in doing so. The buildings claim did not also apply its £250 excess for accidental damage in relation to the sink.

Ms N complained to Churchill. She felt that the delay in repairs caused water damage to be more extensive than it ought to have been and had caused her significant distress and inconvenience being without properly working facilities downstairs. She also complained that the engineer had behaved rudely, had scuffed the replacement toilet and had exchanged the flush valve with one from his van. She was also concerned that the contractors were

unwilling to remove the damaged sink, leaving her to dispose of it.

Churchill responded. It accepted that the claims had taken too long and accepted Ms N's account relating to the toilet flush valve. It offered her a total of £160 compensation.

Ms N did not accept this and contacted us.

Our investigator looked into this matter and thought that the compensation should be increased to £250. Churchill accepted this. Ms N did not accept this recommendation and asked for an ombudsman decision.

Ms N did not accept that view and asked for an Ombudsman decision.

I issued a provisional decision in respect of this matter in November 2023. In that provisional decision I set out that I substantially agreed with the investigator, but I thought that Churchill ought to increase its offer of compensation to £500 to reflect the effect that the delays had on Ms N.

That provisional decision has been shared with the parties and they have been invited to respond.

Churchill has responded accepting the provisional decision.

Ms N indicated that she accepted the decision but has also submitted that she thinks that the compensation ought to be higher to reflect the excess that she had to pay on her household insurance claim. Ms N wished to speak with me before I made a final decision, but I am satisfied that she has had the opportunity to communicate her comments and for me to take these into account.

### **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.

I have considered Ms N's comments. I understand why she feels that she has been caused a financial effect of the excess and that this should be covered by Churchill but I do not agree in this instance.

In my provisional decision, I acknowledged that Ms N may not have needed to make a claim on her household insurance if the response from the home emergency insurance had been faster as the damage from the initial leaks, and also the ongoing leak from the toilet between claim and repair, may not have been extensive. I acknowledged this because I had not seen evidence of the damage which had occurred before the claim, and what damage occurred afterwards.

I do, however, note that Ms N did claim on her household insurance for damage to the sink and the kitchen, which were not made worse by the delay in repairs. It therefore appears that there was damage which justified a claim, and which has been addressed through that claim. On balance then, I think it more likely than not that Ms N would have needed to make a claim for the damage that was caused by the initial escapes of water. I think that to ask Churchill to pay the excess would result in betterment to Ms N in this case, so I do not think it is appropriate or fair.

I recognised in my provisional decision that the delay caused Ms N severe distress and inconvenience, bearing in mind her particular needs and that the delays were substantial for

the types of repair, and I assessed the level of compensation to reflect that distress and inconvenience. I remain of the view that compensation of £500 is appropriate to reflect that distress and inconvenience.

I therefore remain of the view set out in my provisional decision and adopt that decision and reasons, as supplemented by this document, as my final decision.

### **My final decision**

For the reasons given above, and in my provisional decision, I uphold Ms N's complaint and direct U K Insurance Limited trading as Churchill Home Insurance to pay to Ms N a total of £500 compensation for her distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 7 February 2024.

Laura Garvin-Smith  
**Ombudsman**