

## **The complaint**

Miss H is unhappy that Helvetia Global Solutions Limited refused to replace her water-damaged floor after its engineers tried to repair her boiler.

Mr H acted on Miss H's behalf in raising the complaint. As she is the named policyholder, and for ease of reading, I'll refer just to Miss H throughout.

## **What happened**

Miss H had boiler and home cover underwritten by Helvetia.

She claimed under her policy when she spotted a small leak from her boiler and her heating wasn't working properly. Helvetia sent its first engineer to complete a repair, followed by further visits from other engineers over the next few days. During that time, Miss H says her home was damaged by a further escape of water.

The details are well known so I won't repeat them here. Instead, I'll set out the reasons for my decision below.

## **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.

While I realise this will be disappointing for Miss H, I've decided not to uphold her complaint. I'll explain why.

My role is to decide whether Helvetia unfairly refused to pay towards replacing damaged flooring caused by the leak from Miss H's boiler. To uphold Miss H's complaint, I'd need to see evidence which persuades me that Helvetia did something wrong. I've relied on all the evidence submitted by both Miss H and Helvetia to reach my decision, but I'll only comment on specific evidence if I think it helps explain my decision.

## **Boiler repair**

The main issue of complaint is that Miss H thinks Helvetia didn't repair her boiler properly on the first visit, allowing water to escape and flood her home. Helvetia doesn't think there's any conclusive evidence to suggest it caused the leak.

Looking at the evidence, Miss H said the second engineer blamed the first for not attaching clips properly. The first engineer reported that the clips were replaced and the leak had stopped when he left. The job sheet completed by the second engineer said the clips were damaged by the high pressure, which contradicts the comment Miss H says he made on the day. On further checks, the first engineer reported that if there had been any issue with the clips, it would have been evident almost immediately rather than two days later.

While I'm not doubting what Miss H heard, the documented evidence completed at the time of repair tells a different story. On balance, I find the documented evidence prepared on the

day by the engineers more persuasive than Miss H's recollection of the conversation. Therefore, I see no reason to hold Helvetia responsible for the subsequent boiler leak.

### **Water-damaged flooring**

Although I don't think Helvetia can reasonably be held responsible for the leak, I've looked at the evidence in respect of the damaged flooring to see whether it's responsible for any costs. The first engineer took photos of the floor on arrival for the repair visit, and there are further photos from subsequent engineer visits. Miss H provided photos of the flooring, mould on surrounding areas, and a video of the flooded kitchen floor.

Helvetia declined to offer assistance with the replacement flooring because it believed the damage had happened over a much longer period. Looking at the timelines provided by both Miss H and Helvetia, I can see that the leak started two days after the first repair – Miss H reported hearing it start so it hadn't been ongoing during the two days before. Helvetia went out the same day to stop the leak.

When Miss H called Helvetia about the permanent repair and to say her floor was damaged, Helvetia asked for photos of the damage. Miss H sent the photos within a couple of hours of the call, which was on the evening of the same day the leak started.

It seems there's no dispute about the overall timeline of events, or that water damaged the floor. However, on consideration of the photos and reported evidence, I'm persuaded by Helvetia's explanation that the floor was likely damaged over a much longer period than a few hours. Therefore, I'm satisfied that Helvetia reasonably refused to offer any contribution towards the replacement flooring.

### **Boiler replacement**

Helvetia deemed the boiler beyond economical repair (BER), refusing to carry out any more repairs. To try to resolve matters, it then agreed to try another repair. However, the repair was unsuccessful, so Helvetia offered Miss H a replacement boiler.

Miss H thinks that Helvetia only replaced her boiler because it was accountable for the leaks and resulting damage.

I've looked at the cover available to Miss H under her boiler and home policy. Page 11 of the policy booklet states that it covers:

*A replacement for your boiler if we cannot repair it and:*

- *it is less than seven years old*

Miss H's boiler was deemed to be around six years old. Therefore, I'm satisfied Helvetia replaced the boiler in line with the terms and conditions of the policy, rather than to address any accountability for the leak.

Overall, the evidence weighs in favour of Helvetia's explanation of events, so I can't reasonably conclude that it did anything wrong by refusing to pay towards new flooring.

If she hasn't done so already, Miss H may wish to consider whether cover is available to her under her buildings and contents insurance.

**My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 2 October 2023.

Debra Vaughan  
**Ombudsman**