

## **The complaint**

Mr P complains about a repair carried out by Alwyn Insurance Company Limited after he made a claim on his landlord home emergency policy.

## **What happened**

Mr P holds landlord home emergency cover with Alwyn. He made a claim after being told by his tenant that water was coming through the flat roof of the property, and entering the bedroom.

Alwyn's contractor visited the property to do an inspection, and carried out a temporary repair to the roof. Despite this, rainwater was again able to enter the property. Mr P arranged a permanent repair around eight weeks after the contractor had visited the property. He wanted Alwyn to contribute towards the cost of repairing the internal water damage to the bedroom. Alwyn refused to do so, and so Mr P brought a complaint to this Service.

Our investigator didn't recommend the complaint be upheld. Whilst she accepted that the temporary repair hadn't been effective, she thought Mr P hadn't taken sufficient action to mitigate his loss, as he arranged the permanent repair some weeks after he knew water was still entering the property. She didn't think any damage had been caused in the immediate few weeks after the temporary repair had been done. She therefore didn't ask Alwyn to contribute towards the internal repair costs.

Mr P didn't accept our investigator's findings, and so the matter has been passed to me for a decision.

## **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.

The policy provides cover for roof damage. It says:

*'What you are covered for*

*Emergency repairs to the roof of your home following an emergency which occurs as a result of adverse weather conditions or fallen trees.*

*Please note*

- (i) an authorised repairer will attempt to prevent any further damage or water ingress which may involve using a tarpaulin or similar material to resolve the emergency...'*

The policy also says that in the event of a claim, the authorised repairer will attempt to carry out a temporary repair, and it is then the insured's responsibility to carry out any subsequent permanent repair.

I've looked at the photos of the temporary repairs carried out by Alwyn's contractor. These show that repairs were carried out to the tiled roof. But the water ingress was to the bedroom, which was below the flat roof at the rear of the property.

Alwyn's contracting company says the roof was in poor condition, and its contractor repaired most of the obvious areas on the roof that would cause leaks. They said the area of damage by the flat roof wouldn't have been visible as it was covered by a row of tiles, though they accepted the contractor could have paid more attention to the location of the leak. They also said that the damage that was repaired was all wear and tear and probably not covered by the policy.

I've noted the contracting company's comments, but I'm minded to agree with our investigator here. If the suspected areas of damage weren't covered by the policy, then the engineer didn't need to carry out any repairs. But as the engineer did decide to do the temporary repairs, I think he ought to have checked where the actual leak was, and investigated this area more thoroughly. If he'd done so, I think it's likely he would have carried out a temporary repair in the correct place.

However, Mr P was still required to arrange a permanent repair after any temporary repair had been carried out by Alwyn's contractor. I understand there was some good weather after Alwyn's contractor had carried out the temporary repairs, and so Mr P didn't realise the area where the water had previously entered hadn't had a temporary repair. Nonetheless, and particularly given that winter was approaching, I would have expected Mr P to have taken action to arrange a permanent repair, given that he thought only a temporary repair had taken place which could have failed at any time.

In mid-December 2022, there was heavy snowfall and rain and the tenant reported further water entering the bedroom. Despite this, Mr P didn't contact his own roofer until the beginning of January 2023, and the permanent repair wasn't completed until 14 January 2023. This was nearly two months after Alwyn's contractor had attended. I've noted Mr P's comments that he was trying to get the photos of the temporary repair from Alwyn, but I can't see that these would have been necessary for him to obtain a quote for a permanent repair from his own roofer.

Therefore, whilst I accept Alwyn's contractor didn't take enough care to carry out the temporary repair in the correct place, I don't find that Alwyn should cover the cost of any further damage that happened. That's because this didn't happen for some weeks, and I think Mr P had sufficient time by that point to arrange a permanent repair, but failed to do so. Though in any event, once he became aware that rainwater was still entering the property, I think he should have taken action to limit the damage, but instead he delayed arranging a repair for a number of weeks whilst the damage continued.

Mr P thinks Alwyn's contractor damaged the gutter at the front of his property. Though as our investigator has pointed out, the photo of the gutter taken by the contractor shows it to have a lot of debris. Although Mr P thinks Alwyn's contractor cleared the debris and moss from the roof into the gutter, they didn't report doing so and I don't think this would be necessary in order to carry out the temporary repair to the roof. I therefore don't find that Alwyn is responsible for repairs that were needed to the gutter.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 18 October 2023.

Chantelle Hurn-Ryan  
**Ombudsman**