

## The complaint

Mr and Mrs M complain repair work undertaken by contractors, appointed by AXA Insurance UK Plc after they made a claim on their home insurance policy, is of an unacceptable standard. For ease of reference throughout this decision, I'll refer to Mrs M only.

## What happened

Mrs M had a leak from the waste pipe in her bath. On emptying her bath, a significant quantity of water escaped through a ruptured pipe, causing widespread damage to her upstairs floors, and rooms, as well as most of the downstairs rooms in her house.

She made a claim for repairs to AXA, who appointed contractors to undertake the necessary works. The repairs were extensive. Mrs M became dissatisfied with the quality of many of the repairs. AXA's contractor's regional performance manager (RPM) was heavily involved in discussions with Mrs M, and attended her home in October 2019 to assess the quality of works undertaken. A report was compiled setting out his conclusions. AXA also appointed further contractors to assess the quality of work to try and address Mrs M's concerns.

Agreement couldn't be reached regarding what remedial works AXA was responsible for undertaking. Particularly whether some of the decorative flaws Mrs M raised were as a result of poor workmanship, or were pre-existing, and so not AXA's responsibility to remedy. And Mrs M also refused to allow the original contractors to return to her home to complete any works. Mrs M complained to AXA in October 2019 about the quality of the repair work, and the scope of the remedial works that AXA was prepared to undertake. AXA responded, commenting on each of the broad complaint areas which I can summarise as follows:

- Decorating: Responding to the complaint the contractor's paintwork was of a poor quality, AXA advised they'd spoken to the contractor, who'd said the original paintwork (pre-claim) was not of a high standard. And the contractor hadn't used the wrong paint.
- Electrical: Kitchen lights were fitted correctly, and downlighters were replaced because of signs of corrosion, not because they'd failed. And wiring wasn't replaced because it wasn't water damaged. And any issue with electrical workings was a pre-existing fault. AXA also confirmed their contractor didn't rewire a socket in the hallway.
- Plumbing: This was checked in the main bathroom and found to be in order. And accepting a cistern hadn't been fixed to the wall, AXA advised it was still safe to use. And any flushing issue would have been a pre-existing fault. Regarding the issue of 'clunking noises', AXA said this is likely a sign of old pipework or a water pressure or washer issue – and not to do with the work their contractor carried out.
- Fridge: There is no evidence that AXA's contractor damaged Mrs M's fridge.
- Bathroom floor: AXA advised the hardboard fitted beneath the floor tiles, of 6mm depth, was agreed during a conversation between Mrs M and the contractor – although AXA acknowledges the usual 'British Standard' width would be 15mm.
- Bathroom tiles: AXA spoke to a tile retailer, who confirmed the tiles – because they were natural stone – could chip easily and would display imperfection marks. The tiles were sealed, but there was no need to apply a damp-proof membrane.

- Lounge floor: AXA's contractor denies damaging Mrs M's lounge floor, but in any event Mrs M has been paid a sum to replace the floor following an earlier claim event.

AXA identified some service failings, particularly a lack of communication at the start of the claim. The complaint was upheld on this point only, and £250 compensation offered. AXA said their contractor would work with Mrs M to try and resolve outstanding issues. Mrs M was unhappy with this and brought her complaint to us.

Our investigator initially didn't uphold her complaint fully and just awarded a further payment of £250 in compensation for distress and inconvenience – which AXA agreed to pay. However, Mrs M didn't accept this and further exchanges with our investigator took place, prompting him to issue a revised view upholding many elements of Mrs M's complaint. In summary, he asked AXA to do the following:

- Replace all of the bathroom tiles that are chipped or have blemishes.
- Realign and securely fix the toilet to the wall.
- Replace the bathroom flooring with a minimum 12mm hardboard.
- Replace the extractor fan in the kitchen.
- Try to repair/clean the carpet and kitchen units that have been damaged with glue/paint. And if not possible, these items should be replaced.
- Replace the heater in the conservatory.
- And referring to the RPM's report, in which many instances of poor decoration were acknowledged, he said every item included therein needed to be rectified by AXA.

And he clarified the points he didn't uphold, which I again summarise as:

- The kitchen electrics issue: AXA's contractor said they hadn't done any kitchen rewiring work – and we had no evidence to dispute this.
- The electrical socket issue: the contractor said they didn't re-wire this. And whilst they may have removed it for repainting, this isn't evidence they *rewired* it. So there is no compelling evidence to say the contractor caused damage to the socket.
- The plumbing/banging pipes issue: Mrs M's plumber was unable to see the pipes to make a proper assessment, so there wasn't enough evidence to say AXA's contractor had caused this to happen.

Mrs M confirmed she was happy with these recommendations. However AXA has disagreed with certain aspects of this revised assessment. To summarise, they accept fixing the toilet to the wall, replacing all chipped tiles, and cleaning/replacing damaged carpets as necessary. But AXA disagrees with replacing the conservatory heater, cleaning/replacing kitchen units, replacing the kitchen extractor, and replacing the bathroom floor. As AXA disagrees, this complaint came to me for a decision.

### My provisional decision

I issued my provisional decision on 12 May 2020. In it, I said I was minded to uphold some aspects of Mrs M's complaint, explaining as follows:

*It's clear the damage caused was considerable. The water penetrated many parts of the home, causing both immediate and longer-term damage in many rooms of the house. And some damage appears only to have become evident some months after the leak.*

*AXA assessed and agreed a comprehensive scope of works shortly after the leak, and appointed contractors to undertake these. I haven't set out each of these works here, or set out the works that appear to have been carried out effectively, as these aren't in issue.*

*But Mrs M has made various complaints about much of the repair work carried out. She's also made further complaints about damage, she says caused by the leak that only became evident at a later stage. There's been considerable communication between AXA and Mrs M after she'd first raised her concerns about the repairs, which continued after she'd brought her complaint to us. I can see AXA offered to undertake certain remedial works, and not others, but a lack of agreement between AXA and Mrs M in certain respects mean these haven't been done. Furthermore, recommendations made by our investigator have been agreed by AXA in part only – adding to a sense of uncertainty regarding what AXA currently remain willing or unwilling to do.*

*In this decision, I want to give clarity to both sides regarding what I think AXA need and don't need to do. But, I won't comment on the specific complaint issues our investigator didn't uphold – because Mrs M confirmed she accepted his second view in which these weren't upheld, so I'm not going to revisit these points here.*

### **The remedial works I think AXA need to undertake**

#### **Decoration issues**

*One of the recurring themes evident in the RPM's report, and Mrs M's various exchanges with AXA and our investigator, is the very poor quality of the general redecoration. Most of the rooms in the house were redecorated to some extent and both the RPM and Mrs M have commented on sub-standard finishes in each of these. I think it's clear a significant amount of redecoration work is warranted in this case.*

*However, whilst the RPM acknowledges the poor redecoration quality throughout the house, he (and AXA's contractors) said much of the decorative finish in Mrs M's home, before the leak, was of poor quality. And so AXA shouldn't be responsible for all of the redecoration requests Mrs M raised. AXA says – correctly in principle – it's only required to return Mrs M's house to the condition it was in before the leak event, and not to enhance its condition. An issue for me, therefore, is trying to evidence what that pre-leak decorative condition was – so I only ask AXA to carry out redecoration works that are reasonable.*

*AXA says their contractor took photos of Mrs M's home, before any repair work was carried out, which evidences the pre-existing decorative condition. I've checked the file and can't see we have these. I've asked for these to be provided but these haven't been supplied. In their absence, I've taken note of various photos Mrs M provided showing the condition of her home before the leak. Whilst they don't show close-up images of skirting or windowsill painting, and aren't of every room in the house, they appear to show a well-decorated home.*

*I'm persuaded by these photos that the decorating flaws, that existed after the repairs, are more unlikely than not to have been in existence beforehand. Put simply, I think it's unlikely the decorating in Mrs M's home would have been as sloppy as the 'post-repair' photos I've seen suggest. I can't discount there may have been some sub-standard decoration before the leak, but there is no proof of this. Instead, there is compelling evidence – the RPM's report – that the work of AXA's contractor was sloppy throughout. So I conclude it's more likely the above decorative flaws, highlighted by the RPM, were caused by AXA's contractor.*

*And furthermore, even allowing for any potential quality issues surrounding Mrs M's existing decorative finish, AXA still needs to redecorate to a professional standard as part of its responsibility to carry out a lasting and effective repair.*

*This being the case I think the various decoration issues, acknowledged within the RPM's report, must be rectified by AXA. For clarity, the areas requiring redecoration/putting right are as follows:*

- In the utility room instances of poor paintwork on various surfaces, and the quality of Mrs M is unhappy with some of the preparation work undertaken.*
- In the conservatory overpainting on widow frame that needs to be cleaned/removed and the frame needs to be properly repainted.*
- In the kitchen poor paintwork in various places, including a suggestion only part of the wall has been painted. There is overpaint on units and the window frame, and woodwork painting has limited preparation. The RPM says "paint runs and overpainting in places would suggest lack of care" but also comments issues may have been pre-existing.*
- In the lounge walls needed re-painting – after nail heads ('popped' during works), were sanded back to a smooth surface. Overpainting on the window frame needs cleaning off and the frames properly repainting.*
- On the hall/stairs/landing poor preparation on woodwork repainting (although saying some could be pre-existing). And further repainting needed because woodwork was repainted whilst the damaged carpet (which was to be replaced) was still in-situ.*
- Also, screws on the handrail brackets weren't fully inserted – the handrail is loose and sharp edges of screws are evident. And there's overpainting on brass fittings.*
- In the rear bedroom overpainting on the window frame, and a crack in the 'plastered reveal' needs filling and re-painting. And, the wall adjacent to the door needs checking, as it may not have been painted.*
- In the main bedroom poor preparation work on the door frame before painting, and that further preparation and a re-paint is needed.*
- And on the doors generally some of the ironmongery has overpaint and paint splashes, and some hinges have not been fixed correctly or screws are missing.*
- In the main bathroom there was overpainting of wall paint onto the tiles, and paint splash on one tile. There was also paint on the window frame.*

*Replace the bathroom flooring with a minimum 12mm hardboard*

*It's not in dispute the flooring laid in Mrs M's bathroom is showing early signs of grout damage, within only a few months of being re-laid. It appears this may be as a result of the width of a plywood floor underlay being too small given the type and size of floor tiles used.*

*The original scope of repair says the flooring needs to be renewed with 18mm chipboard/ply flooring. But AXA's contractors said they discussed the width of the plywood flooring layer with Mrs M, and she agreed a smaller than average 6mm ply would be used. This, they say, was because Mrs M wanted to ensure there was no 'lip' between the bathroom and hallway floors. Mrs M is adamant this conversation never took place.*

*Echoing a point our investigator made, it isn't possible to say with any certainty whether this issue was discussed, but I don't think this is the key point for me to consider here. Instead, I want to focus on what I think should reasonably have happened when a decision was taken by the contractors to use 6mm ply underlay.*

AXA have previously said that there are no strict rules or regulations regarding the width of ply underlay to be used in situations similar to Mrs M's – where ceramic floor tiles were being laid. This is true, but there is what appears to be 'best practice' regarding this issue. Our investigator had quoted from various trade sources he has reviewed, and it does appear that 'best practice' suggests a ply width of between 12mm and 15mm should be used when ceramic tiles are to be laid. This being the case, and on the basis I'd expect AXA to be providing Mrs M ordinarily with repairs of a permanent and effective nature, it means I'd expect the default width in this situation to have been at least 12mm.

But that doesn't mean AXA's contractor had to use a 12mm ply – it could have been agreed between the parties to use a different (smaller width) ply. However, if these 'best practice' guidelines were to be departed from, I'd expect to see evidence that the contractor informed Mrs M – and recorded this clearly - of the likely risks associated with using a lesser-width product. I'd also have expected the contractor to be notifying AXA, who as insurer are ultimately responsible for Mrs M's repairs, that an agreement had been reached to use a ply width that fell below best practice. Put simply, evidence that both parties had agreed to the use of a lesser-width ply fully aware of the risks involved.

Having looked through the evidence provided by AXA and Mrs M, I can't see any evidence that AXA's contractor did raise the potential risks of using lesser-width ply with Mrs M, or advise AXA of any discussions that may have taken place. In the absence of these, the net result is that the repairs have not provided Mrs M with a permanent and effective repair to the damaged area – her bathroom floor. Accordingly, I think AXA need to replace the flooring in Mrs M's bathroom, using as a minimum 12mm ply underlay (unless it is agreed between Mrs M and the contractor to use a width between 6mm and 12mm that may minimise the 'lip' – in which case Mrs M will need to sign a form indemnifying AXA against any subsequent damage that may occur). AXA will also need to replace the ceramic floor tiles. And if a damp-proof membrane is required to similarly meet 'best practice' guidance, AXA should ensure this is installed as well.

As part of this, I expect AXA will need to remove all sanitaryware from Mrs M's bathroom to allow the floor to be re-laid. Mrs M has raised a separate concern about the stability of her bath in this room. I'd expect that issue to be redundant after the relaying of the floor, and so I make no finding in this regard, other than to say I'd expect AXA will, as is normal practice, ensure the sanitaryware is appropriately fixed, and stable, after it has been reinstalled.

#### Replace the heater in the conservatory

During redecoration works in the conservatory, Mrs M's wall heater was removed. It appears there have been problems re-attaching it to the wall in a level manner. AXA say the heater hasn't been damaged by the leak, or works undertaken, instead saying it was attached to the wall using poor standard wall brackets that now have failed – so no fault of their contractor.

I've seen pictures of the conservatory before the repairs, and it's clear the wall heater was attached, and aligned horizontally. It may well be the brackets were damaged during the heater being removed, but from what I've seen from Mrs M's photos, they secured the heater in place before the works were undertaken. This being so, I'd expect AXA's contractors to return the heater to the position it was in before the works – secure and aligned on the wall. And if they're unable to do that, given I consider the brackets and the heater to be essentially part of the same item, I think AXA will need to provide and fit a replacement heater.

### Other 'ad-hoc' remedial works referred to in the RPM's report

As mentioned above, following receipt of our investigator's view, AXA agreed to undertake the following remedial works - fix the downstairs WC to the wall, replace all chipped tiles in the main bathroom, and clean/replace all carpets damaged by glue being walked through Mrs M's home by AXA's contractors. For the sake of completeness, I agree AXA need to undertake these remedial repairs.

I'll now deal with other repair complaints the RPM addressed in his report. He acknowledges many of the repair/complaint points Mrs M had raised, which our investigator said in his view, in general terms, need to be rectified by AXA. In their response, AXA didn't specifically refer to this report, or the investigator's conclusions, which is why – for clarity - I want to refer to each issue here. The important point for me is that the RPM, in each of the instances below, made an 'on-the-spot' assessment of each particular complaint issue, and reported that works were required to fix these. So because the RPM acknowledged the following matters required rectifying by AXA, I think AXA also need to do the following:

- In the utility room, re-fix and re-seal a small worktop to the wall.
- There are splashes on a new fridge. I understand this is a fairly new fridge, and so any splashes are likely to have been as a result of the redecoration – so AXA need to arrange for these to be removed, and the fridge cleaned.
- In the conservatory, the junction between the window boards and frame need resealing. Over-spilt sealant needs removing and cleaning. And the junction of the patio doors and walls need to be sealed.
- In the ground floor WC, where tiles have been re-grouted, dust seems to have entered the cistern. This must be drained again and left in a clean and tidy condition. And the new grout and sealant to the basin needs replacing.
- A newly plastered wall on the landing is uneven, and needs to be re-plastered/decorated
- Some of the doors taken away for French polishing have polish/wax residue visible and requiring cleaning as appropriate.

Finally, a deep clean is required once all works completed, to include the cleaning and refitting of light fittings on the landing which are covered in dust.

### The remedial works I don't think AXA need to undertake

Returning to the October 2019 RPM report, there are also certain issues addressed in this that, for the reasons I set out below, I don't think AXA need to undertake:

- There is a dent in the fridge (which prevented Mrs M returning it to the retailer for an unrelated fault) Mrs M says was caused by contractors. AXA's contractors say they didn't cause this. I haven't seen any evidence to show this was caused by them, and wasn't pre-existing, so I can't reasonably say that AXA need to rectify this matter.
- There is a minor split in the door frame leading into the lounge which may have occurred when the door was rehung. It isn't possible for me to say, with certainty, what the condition of the door frame was before the repair work. And so, in the absence of any evidence the split was caused during the repairs, I won't be asking AXA to repair this.

- *In the lounge, Mrs M commented on markings made to the laminate floor, that may have been made whilst contractors moved her furniture. Mrs M has already been paid a sum of money to replace the flooring, after an earlier settled escape of water claim from the kitchen, which hasn't been replaced yet – so I think this is a moot point. As Mrs M is already in possession of funds to replace the floor, these funds can be used to replace the lounge flooring as necessary, and I don't ask AXA to do anything further.*
- *The kitchen/lounge door has a scratch, but there's disagreement when this was likely to have happened – pre-claim or during repair. As I can't be sure the scratch wasn't pre-existing, I won't be asking AXA to repair or replace this.*

#### Replace the extractor fan in the kitchen

*Mrs M needed a new kitchen extractor hood - the bath leak was directly above where her hood was positioned and was damaged. AXA agreed to replace the hood with a similar model to her own, and a new hood was installed.*

*Mrs M advised that, subsequently, an emergency electrician advised her an internal wire, in the new hood, was in the wrong place. AXA's contractor then inspected the hood, and responded the wire was a manufacturing issue, and not connected with the on-site installation. However, it was accepted that plastic protection, left on the filter, should have been removed. AXA remain of the view that there is nothing wrong with the hood, and it's in good working order. Given this, I can't say I've seen enough to say the extractor is faulty, and needs replacing, so I won't be asking AXA to take any further action regarding this.*

#### Replace the extractor fan in the downstairs WC

*Mrs M believes the extractor fan – which was replaced by the emergency electrician who attended after the leak - developed an electrical fault. It was noisy and Mrs M says subsequently caused the electrics to 'blow' in the house. A further emergency electrician said this was possibly due to loose wires and expanding foam in the unit. The RPM says the main contractor didn't remove the unit. This may be the case, but this was a new fan that was replaced as part of this claim, albeit by the initial emergency electrician rather than the main contractor AXA engaged. So, any problems stemming from the replacement remain AXA's responsibility to address.*

*I understand that, whatever caused the electrics to 'blow' has been fixed by the most recent emergency electrician - Mrs M has, I believe, a working extractor in her WC. So, whilst I accept her extractor fan 'blowing' would have caused inconvenience, I won't be asking AXA to replace the unit.*

#### Reimburse the cost of replacing a poorly repaired stopcock

*Mrs M advises, after noticing her stopcock was leaking, she paid for her own plumber to attend and rectify the issue. The plumber attended in January 2020 and replaced the stopcock. Mrs M tells us the reason for the problem was the stopcock was 'over-tightened'. She concludes this must be the fault of AXA's original contractors. I disagree.*

*In October 2019, as part of the RPM addressing the various complaint points, a separate contractor was engaged by AXA to consider the outstanding electrical and plumbing complaints. This contractor assessed the stopcock, and reported it was in good working order. This conclusion, along with various other issues stemming from this visit, was reported to Mrs M. Mrs M responded, taking issue with many of the various complaint point conclusions. But she didn't take any issue regarding the stopcock conclusion. From what I can see, the stopcock leak issue didn't surface until January 2020 – nearly three months after the above contractor visit. That being the case, I can't say there is sufficient evidence*

supporting Mrs M's belief the stopcock problem, identified in January 2020, was caused by the actions of AXA's original contractors many months earlier. And for that reason, I won't be asking AXA to reimburse Mrs M for the cost of these stopcock repair works.

### **Further issues raised, and payment made to Mrs M**

As mentioned, AXA have confirmed that none of the suggested works contained within the RPM's report have been carried out. However, a subsequent scope of works was created – which I'll refer to as the 'snagging scope' - based on these recommendations, in which AXA confirmed the works they were prepared to carry out. Some of these are mentioned in my above recommendations.

Because Mrs M had refused to allow the original contractors back in her home, AXA offered to cost these works and provide the funds to Mrs M so she could arrange them at a time to suit her. Mrs M was advised in December 2019 these works had been costed at just over £1,200. Mrs M refused this offer, stating the snagging scope didn't cover all the necessary or agreed works – and this impasse resulted in the complaint and the referral to us.

But Mrs M did subsequently ask for this to be paid to her – so she could use the funds for emergency repairs in respect of an issue that hadn't featured within her original complaint, or the RPM's report. AXA agreed to release these funds to Mrs M for this reason.

This particular issue was a problem with the flooring in her en-suite bathroom. Mrs M has been told by her own tiler and a plumber she shouldn't use this room until these have been fixed. Mrs M advises water is getting underneath cracked grouting and the ply floor is being affected. Mrs M was told the floor will need re-tiling. Mrs M hasn't used the room since.

Mrs M tells us she has also obtained the views of three independent builders. She tells us they advised that, because the ply flooring in the en-suite is effectively an extension of the ply flooring in the upstairs hallway (essentially one large floor area, separated by a stud wall), the en-suite floor would have suffered the same water damage as the landing floor – which was heavily damaged/replaced in the original works. Put simply, moisture would have penetrated under the stud wall. It's my understanding the en-suite floor wasn't replaced.

Whilst this is an issue that has surfaced after Mrs M's complaint was raised, she thinks AXA should rectify these problems, believing them caused by poor workmanship of AXA's original contractors – it should have been clear the en-suite floor was an extension of the hallway floor, and dried out/re-laid as necessary before it was re-decorated.

AXA haven't been given an opportunity to respond to this complaint point, instead simply saying they await the ombudsman's decision on what it's required to do. So, as this is one of the main rooms which AXA's contractor did repair, I'd like to address this issue now in the hope of speeding matters towards a conclusion.

I think AXA are first entitled to assess the damaged area, so they have an opportunity to consider and respond accordingly. But if that assessment results in the same conclusions as reached by the contractors Mrs M has engaged, I'd expect AXA to accept responsibility for any necessary repairs – which may include re-laying the floor with a new ply underlay and redecorating the room as necessary.



*Mrs M has also advised of further problems with her downstairs WC. She has recently noticed that some of the grouting, adjacent to the walls/skirting, has been missed. I've seen photographs that confirm this. This too is not an issue AXA have been made aware of before. But in this instance, as this appears a clear redecoration issue caused by the poor workmanship of the original contractor, I'm content to make a finding asking AXA to arrange for the gaps in the grouting in the WC to be repaired.*

*Upheld complaint points – who should attend and repair these*

*I've made various recommendations in respect of repairs and redecorations I think AXA are responsible for undertaking. Ordinarily, I'd say AXA need to arrange for these to be done using their own contractors – but acknowledging Mrs M refuses to allow the original contractor back into her home, which I think is reasonable here. But I also acknowledge what Mrs M's policy says about how AXA will settle her claim, and what it needs to do if a decision is taken to pay Mrs M a sum to arrange her own repairs. The policy says:*

*"We use approved suppliers to settle claims. If We agree to use a supplier of Your choice, or where We settle directly with You, any payments(s) will take into account any discount We would have received"*

*So, put simply, AXA will cost the various jobs, and the resulting amount is likely to be less than what it would cost Mrs M to undertake if she engaged her own contractors. And as mentioned above, AXA recently paid Mrs M just over £1,200 for certain works based on this principle (and other amounts earlier in the claim process that aren't in dispute).*

*But in this case, the quantity of repairs I think needs doing are extensive. So I think AXA should try to arrange and manage the redecoration and repair program in the first instance. However, if Mrs M wants to arrange for the works to be undertaken by her own contractor, and AXA agree to this, AXA will need to ensure the amount offered in a cash settlement is enough to allow permanent and effective repairs to be undertaken. Any settlement offered, in this situation, must be enough to indemnify Mrs M for the works required – to allow her to pay for works that would return her home to the condition it was in before the leak.*

*But, AXA have already paid Mrs M just over £1,200 to cover some of the complaints or repairs I've upheld in this decision – I don't think AXA should have to 'double-pay' for these. So, if AXA undertake all the repairs recommended, I think Mrs M needs to repay this amount to AXA before the works commence. But if it's agreed Mrs M will engage her own contractors, AXA can deduct this sum from the amount they eventually pay to Mrs M for these works.*

*Finally, I want to address the considerable distress and inconvenience Mrs M has experienced during her claim with AXA. AXA has already paid Mrs M £250 for the distress caused. It also agreed to our investigator's award of a further £250. However, I think a higher award is warranted here.*

*The quantity of remedial work I think is required is considerable and will likely cause many more weeks of upheaval in Mrs M's home. This would all have been avoided had AXA's contractor taken more care when undertaking the initial repairs. Because of the issues with both bathrooms, Mrs M has been without functioning shower or bathing facilities for many weeks now – although I do recognise her decision not to use the en-suite and bathroom were borne out of concerns about not causing further damage to the flooring in these rooms, as opposed to them not working. And, finally, Mrs M says she's had to postpone a serious operation because she'd feel unable to recuperate in a home where works were incomplete.*

*Taken together, I think a figure of £750 better reflects the distress and inconvenience Mrs M has experienced, so deducting the £250 already paid I think AXA needs to pay Mrs M a further £500 compensation for the distress and inconvenience caused. So, upholding parts of Mr and Mrs M's complaint, my provisional decision also asked AXA Insurance UK Plc to do the following:*

- *Rectify all of the decoration faults, outlined in the October 2019 report compiled by AXA's regional performance manager.*
- *Replace the main bathroom flooring with a minimum 12mm ply hardboard underlay, replace the ceramic floor tiles, install a damp-proof membrane if necessary, and securely replace all sanitaryware.*
- *Secure to the wall, or replace if necessary, the heater in the conservatory.*
- *Securely fix the downstairs WC to the wall in the downstairs toilet.*
- *Replace all chipped tiles in the main bathroom.*
- *Clean or replace all glue-damaged carpets.*
- *Re-fix and re-seal a small worktop to the utility room wall.*
- *Remove paint spots from the fridge, and clean accordingly.*
- *Reseal junction between frame and window boards in the conservatory.*
- *Seal junction between patio doors and wall in the conservatory.*
- *Also in the conservatory, remove and clean any over-spilt sealant.*
- *Replace grout and sealant next to the basin in the downstairs WC.*
- *Drain and clean the cistern in the downstairs WC.*
- *Fill in the gaps in floor level grouting in the downstairs WC.*
- *Re-plaster and decorate uneven wall on the landing.*
- *Remove wax residue from, and clean, all doors.*
- *Assess the damage to the floor and tiling in the en-suite bathroom, and arrange for all necessary repairs and redecoration, including re-laying new ply underlay if required.*

*If Mrs M and AXA agree that AXA will undertake the above works, Mrs M must repay £1,203 to AXA before the works are undertaken. If it's agreed between the parties Mrs M will engage her own contractors, AXA are entitled to deduct £1,203 from the final agreed sum to be paid to Mrs M.*

AXA responded, and accepted my recommendations in full, subject to Mrs M obtaining her own quotes for the work and submitting these for validation prior to a cash settlement being released. Mrs M also accepted the majority of my recommendations but asked me to reconsider a number of issues, which I deal with 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.

I uphold, in part, Mrs M's complaint. I'll explain why. The responses received from both parties to my provisional decision raised some further questions for me, and further enquiries with both AXA and Mrs M were made to address these, which I detail as follows:

### Damage to door frames

Mrs M says the door frame and architrave split during the drying process, and that AXA had never disputed this and had agreed to repair these as per the scope of works. And regarding the scratch in the door, Mrs M says AXA had examined this during a site visit. However, whilst I have no reason to doubt Mrs M's account here, I haven't seen any evidence that supports this, and so I can't fairly say that AXA needs to do anything further in this regard.

### Plaster and paint was disturbed on internal lights after inspection by AXA's electrician

Mrs M raises this point, but again I haven't seen sufficient evidence to support this, and so I can't fairly say that AXA needs to do anything further in this regard.

### Kitchen ceiling re-plastering isn't smooth

Mrs M has provided a photo that she believes evidences this. However, I don't think this photo provides conclusive evidence that the finish is sub-standard. Also, I can't say the ceiling is in a worse condition than it was before repair works commenced. Accordingly, I don't think AXA needs to do anything further in this regard.

### The kitchen extractor hood

Mrs M remains adamant that, when AXA's contractors replaced her kitchen hood – which she'd purchased using a settlement already paid to her by AXA – they sourced and installed an inferior model. This replacement model wasn't fitted properly, had insufficient suction for the size of her kitchen, and tripped her electrics when used.

Revisiting the facts here, Mrs M's initial hood that was damaged in the water leak was no longer being made. So, AXA agreed to provide funds for a like for like replacement. Mrs M now tells us that she purchased a different model, but because of some technical issues paid extra to transfer the working parts from this unit into a different extractor hood casing. And it was this 'bespoke' model that was taken away by AXA's contractors, when undertaking decorating works, and returned damaged. AXA, at the time, agreed to replace this new/damaged unit. Their contractors supplied and fitted a new extractor fan. Mrs M says this was an inferior model, costing much less than her 'bespoke' model, and didn't work properly. But AXA say this replacement was a 'like-for-like' model. Given this difference of opinion, I asked both parties to provide further information.

AXA provided a copy of the purchase invoice for this replacement model and have told us this was an exact replica of the unit their contractor took away. Mrs M has now advised she purchased her replacement unit via her employer, and because of the current COVID situation she isn't able to access her work emails which may contain evidence of this. But Mrs M has now provided an email from the engineer she used at the time, who confirms he removed the motor from a fan she'd purchased and fitted into her existing extractor fan. So, it appears clear the unit taken away had been modified by Mrs M in some way.

However, Mrs M now advises that her main concern is the unit AXA's contractor provided doesn't work properly – it vibrates and causes her electrics to short out. She wants to have a fan that works. This is a separate quality issue. As this was replaced by AXA as part of this claim, AXA remains liable if it's found to be faulty.

So, I think Mrs M needs to obtain a report from an electrician on whether the unit is in full working order. And if it isn't, Mrs M will need to obtain a quote for the repair of the unit, or if uneconomical the supply and fitting of a replacement *like-for-like* model (or if unavailable a similar specification model). In this instance, Mrs M will need to provide the report and quote to AXA, following which AXA will need to include this sum in the settlement it pays her.

#### Replaced ply flooring on the landing

Mrs M queries why this hadn't been mentioned. She says the ply flooring still has excessive expandable glue residue on the joints. And that glue applied to the ply has stuck to the risers, which prevents movement in the staircase. As a result, the landing carpet could only be loosely laid, as 'grippers' couldn't be securely fixed to the surface.

Clearly, when carrying out repairs to the landing floor, AXA's contractors should have provided an effective and lasting repair – which as it's a floor would allow grippers to be securely fastened and allow Mrs M's carpet to be laid without any imperfections. In this case, I haven't seen evidence to show the extent of the imperfections, so I can't fairly conclude that AXA *must* pay for necessary repairs.

Instead I think Mrs M should ask her chosen contractor to assess the area in question, and if (and only if) the finish is as Mrs M suggests, obtain a quote for the necessary repairs to remove the excess glue, and to securely fit Mrs M's carpets to the affected area. This would include the supply and fit of new grippers and staircase risers if necessary. And AXA will need to include this sum in the settlement it pays her

#### Kitchen lights

Mrs M acknowledges that these were replaced due to water damage, but these replacements have become stained. She says AXA agreed to replace these after it became clear they were stained. AXA, on the other hand, simply say they replaced the lights as agreed within the scope of works.

The point I made above about AXA's contractors needing to have provided an effective and lasting repair applies here too. Mrs M has provided a photo of some lights in her home, but this is inconclusive regarding their location or condition. So, I can't fairly conclude AXA *must* pay for necessary repairs or replacement.

Instead, echoing my conclusion above, Mrs M's chosen contractor needs to assess the lights in question. If they can be shown to be damaged or stained (as opposed to needing a simple clean), and in the opinion of the contractor this damage/staining *is caused* by the after-effects of the bath leak, the contractor will need to provide a report to AXA confirming this and quoting for their replacement and fitting. AXA will then need to include this sum in the settlement payment made to Mrs M.

#### Correction regarding the WC needing to be fixed to the wall

In my provisional decision, I said the downstairs WC needed to be fixed to the wall, however Mrs M advises it's the upstairs WC that requires fixing.

#### **Putting things right**

Responding to my provisional decision, AXA has asked to pay a cash settlement to Mrs M, rather than appoint their own contractors. Mrs M has agreed to this. However, it's important to clarify this means AXA need to pay enough to Mrs M to put her home back into the

condition it was before the damage, rather than only accept the costs they would incur if they used their own approved contractors.

However, Mrs M has asked what would happen if, when her appointed contractor carries out the repairs, further damage is caused to her property. She refers in particular to the relaying of her floor in the bathroom, and the risk that some wall tiles may become damaged. She asks if AXA would be liable to repair such damage. AXA, responding to this point, say that once the settlement payment is made, their involvement effectively ceases. The cost of any incidental damage will need to be met by Mrs M, or her contractor who caused the damage.

On this point, I agree with AXA. It's AXA's right to choose to offer a cash settlement, and once AXA pay the settlement, based on quotes provided by Mrs M and/or her contractors in good faith, it isn't fair or reasonable to expect AXA to remain open to further open-ended requests for money. Put very simply, if Mrs M's contractor causes damage, it's not AXA's responsibility to fix this.

On the subject of Mrs M obtaining her own quotes I'm conscious that due to her health conditions, she may not want to ask multiple tradespersons into her home at this time. Usually, in a situation where an insurer agrees to settle a claim by cash, we'd expect the consumer to get two or three quotes for the work, to ensure the amounts AXA need to pay reflect value for money. In this case, given the above, I asked if AXA would accept one quote only. Or, in the alternative, they provide Mrs M with details of three 'approved' contractors, and she chooses one to attend her home and provide a quote.

Responding, AXA have said for various reasons they aren't able to provide a list of approved contractors. So, that leaves Mrs M needing to engage her own contractors to quote for the works outlined in this decision. Because of Mrs M's health concerns, coupled with the fact these works are all required because of the poor quality of the initial works carried out by AXA's own contractor, I think it's fair and reasonable to both parties that she provides AXA with two quotes for the works outlined in this decision. AXA must then choose which to accept, and make payment of the quoted sums to Mrs M within seven days of receipt.

### **My final decision**

For the reasons I've set out above, both in this decision and my previous provisional decision, I require AXA Insurance UK Plc to do the following:

- Pay a cash settlement to Mr and Mrs M to cover the works set out below.
- To facilitate this, Mrs M must arrange and provide two quotes for the following works to be completed:
  - Rectify all of the decoration faults, outlined in the October 2019 report compiled by AXA's regional performance manager.
  - Replace the main bathroom flooring with a minimum 12mm ply hardboard underlay, replace the ceramic floor tiles, install a damp-proof membrane if necessary, and securely replace all sanitaryware.
  - Secure to the wall, or replace if necessary, the heater in the conservatory.
  - Securely fix the WC to the wall in the upstairs toilet.
  - Replace all chipped tiles in the main bathroom.
  - Clean or replace all glue-damaged carpets.
  - Re-fix and re-seal a small worktop to the utility room wall.
  - Remove paint spots from the fridge, and clean accordingly.
  - Reseal junction between frame and window boards in the conservatory.
  - Seal junction between patio doors and wall in the conservatory.
  - Also in the conservatory, remove and clean any over-spilt sealant.

- Replace grout and sealant next to the basin in the downstairs WC.
  - Drain and clean the cistern in the downstairs WC.
  - Fill in the gaps in floor level grouting in the downstairs WC.
  - Re-plaster and decorate uneven wall on the landing.
  - Remove wax residue from, and clean, all doors.
  - Assess the damage to the floor and tiling in the en-suite bathroom, and arrange for all necessary repairs and redecoration, including re-laying new ply underlay if required.
  - If after assessment it's shown the kitchen fan isn't working properly, for the repair of the fan. And if not repairable, for the replacement of this fan with a like for like, or similar specification, model
  - If after assessment it's shown the landing and stairs floor area contains excessive glue residue, for the removal of this residue, and the repair and/or replacement, if necessary, of grippers and staircase risers, and re-fitting of carpets in these affected areas
  - If after assessment it's shown the new kitchen lights are stained, and this is shown to be caused by the after-effects of the leak, to repair or fit and provide replacement lights
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- Upon receipt of the quotes, AXA must choose one to accept
  - AXA are entitled to deduct £1,203 from the quote chosen
  - AXA must then pay this remaining sum to Mr and Mrs M within seven days of receipt of the quote.
  - Pay Mr and Mrs M a further £500 for distress and inconvenience

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 10 September 2020.

Mark Evans

**Ombudsman**