

The complaint

Ms O is unhappy with some of the repairs carried out by a contractor appointed for her by CGHW Ltd, a firm of loss assessors, who dealt with her home insurance claim for fire damage to her home.

What happened

In December 2017 Ms O had a house fire. She was approached by CGHW and agreed they would deal with the claim on her behalf. CGHW arranged with the insurer for a surveyor to oversee the repairs. In April 2018 a firm of building contractors were appointed to carry out the necessary repair work. The work started in July 2018 and was essentially completed by December 2018. The insurer released the funds in respect of the agreed settlement in February 2019..

In June 2019 Ms O complained that the boiler wasn't working. CGHW authorised a repair through the insurer. In September 2019 Ms O complained of damp issues in the kitchen. CGHW arranged for the surveyor to come out and inspect. They said there was a problem with damp on the external wall, probably caused by defective pointing or poor drainage. They didn't believe this had anything to do with the internal repairs.

Ms O had a list of issues that were still outstanding and which she said CGHW had failed to remedy. These were.

- Kitchen units not fitted correctly and holes in the units under the sink.
- Boiler unusable.
- Leak on kitchen floor under the dishwasher and sink.
- Extractor fan damaged and not working.
- Sockets faulty in kitchen and keep tripping.
- Green mould on the outside wall and in second bedroom and damp patches on the wall.
- Front door has dropped, back door leaks every time it rains.
- Gaps in window frame of bedroom window.
- Woodworm and mould in the loft room.
- Wood lice all through the property.

Ms O referred her complaint to this service. CGHW had already reviewed those issues, but our investigator thought that apart from the leak and extractor fan CGHW had dealt with the outstanding matters. But he suggested that it look at those matters again when it revisited. The contractors did so and as a result arranged to adjust the door, refix a loose socket, and fill in the gaps in the window frame. In respect of the leak, they noted that there was an ongoing leak from the pipe connected to the boiler. As they had inspected this in October 2019, and there was no leak then, and the damage wasn't consistent with a leak that had been going on for that long, they didn't consider this had anything to do with the repairs. They noted that Ms O had recently had a new boiler fitted and believed it related to that.

CGHW agreed to pay Ms O £300 compensation for the delays, which Ms O accepted.

Our investigator thought that CGHW had dealt adequately with the outstanding issues and had paid reasonable compensation.

Ms O didn't agree and thought that CGHW was responsible for the ongoing leak which had caused further damage to her kitchen. She also said it had refused to replace the door. She has recently raised with our investigator that she felt racially discriminated against by CGHW. She wasn't able to provide any specific examples and our investigator felt unable to pursue that issue any further.

The matter has been passed to me for further consideration.

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.

Of the outstanding issues I believe the following have now been dealt with:

- Extractor fan
- Sockets
- Gaps in window frame

I have reviewed the other issues as follows:

kitchen units not fitted correctly and holes in the units under the sink

The surveyor confirmed these were correctly fitted. The holes, which aren't externally visible, are for access to the internal bolts.

boiler unusable

I understand all works were carried out and certified as gas safe at the time. The issue with the boiler didn't arise until some months later, however this was dealt with by a separate engineer under Ms O's insurance. I don't think the issues with the boiler related to the original repairs. I understand that it has now been replaced (not by CGHW).

green mould on the outside wall and in second bedroom/damp patches on the wall.

CGHW arranged two inspections of this, but couldn't find any fault relating to the original repairs. They said there was defective pointing and poor drainage and growth of moss outside. As I don't think any repairs were carried out to the outside walls, this appears to be a maintenance problem. I haven't seen any expert evidence to counter this.

front door has dropped, back door leaks every time it rains

CGHW arranged for the front door to be adjusted and said that any gap is within tolerance. Ms O wants the door to be replaced but I can't see any justification for that. With regard to the back door, this wasn't part of the repairs.

woodworm and mould in the loft room/ wood lice all through the property.

Only cosmetic work was carried out in the loft room. Whilst these issues could be signs of damp, the evidence I've seen doesn't suggest that the contractors were responsible for this.

ongoing leak

There is actually an ongoing leak, noticed when CGHW carried out its reinspection. Ms O has shown us a report from a plumber who says the leak is from the pipework below the boiler and has been going on for some time. CGHW's surveyor didn't note this leak when he inspected in October 2018, but on reinspection in June 2020, agreed that there was such a leak, as described by Ms O's plumber. CGHW assert that this is related to the boiler being replaced and says that the leak wouldn't have been ongoing since the repairs were completed or there would be a much greater degree of damage.

Ms O's report says where the leak is coming from, but I haven't seen any expert evidence to relate this leak to the original repairs. It does appear more likely to have happened when the boiler was replaced. I can't hold CGHW responsible for this. I can only suggest that Ms O makes a further insurance claim in respect of the damage caused by this.

Finally Ms O feels there has been racial discrimination in this case because of the way she was spoken to. That is a serious allegation but we would need to know what were the actual instances of discrimination she believes happened. Without that there is nothing we can put to CGHW or its contractors. I can understand that Ms O feels uneasy about it but I haven't seen sufficient evidence to take this any further.

My final decision

I note CGHW's payment of compensation and I don't intend to require it to take any further action.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O to accept or reject my decision before 9 December 2020.

Ray Lawley
Ombudsman