

## **The complaint**

Mrs D complains that Tesco Underwriting Limited (Tesco) completed defective repairs following an escape of water, under her home buildings insurance policy. And it offered her an inadequate cash payment to carry out repairs herself.

## **What happened**

In December 2022 Mrs D returned home to find a burst pipe had resulted in extensive water damage. She contacted Tesco to make a claim. It arranged for the property to be dried out. Once this was complete it appointed contractors to carry out the repairs. Mrs D says there are a number of issues with the quality of the repairs.

Mrs D complained to Tesco. It agreed to appoint a different contractor to redecorate the problem areas. Mrs D says it later told her it wouldn't be sending a contractor to do the work. Instead, it offered her £500 to pay a decorator of her own choosing.

Mrs D says she has been living in "*disarray*" for a long time and wants Tesco to complete the repairs to a good standard. Alternatively, she wants it to pay what it will cost her to employ a decorator. She says the average of the quotes she has obtained is around £2,000 to £2,500.

In its final complaint response Tesco acknowledges some snagging issues remain and maintains its offer for £500 to allow Mrs D to choose her own decorator. It didn't offer to arrange the repairs.

Mrs D didn't think Tesco had treated her fairly and referred the matter to our service. Our investigator upheld her complaint. She says the remedial repairs Mrs D highlights were reasonable based on the photos and estimates provided. She says Tesco should arrange for the repairs to be completed or pay Mrs D £1,650 to settle her claim. This is the lowest of the quotes she'd obtained for this work.

Mrs D accepted our investigator's findings. Tesco didn't. It says its contractor confirmed the snagging issues were minimal. It maintains that £500 is adequate to resolve these points. Our investigator didn't change her mind. So, Tesco asked for an ombudsman to consider the matter.

It has been passed to me to decide.

## **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.

Having done so I'm upholding Mrs D's complaint. Let me explain.

Mrs D raised a number of complaints throughout the period of her claim. My focus here is on the remaining quality aspects of the repairs and Tesco's offer of resolution.

Mrs D has provided photos to highlight the issues with the decorating carried out by Tesco's

contractor. There are numerous areas where bubbling can be seen in the wallpaper. The downstairs ceiling has rough areas that require finishing. The edges of walls and areas where the walls meet the woodwork are poorly finished in several areas. In addition there are places where more care was required to avoid paint spreading onto adjoining surfaces. A cupboard door needs painting and some of the ceiling wallpaper has been applied poorly.

I've read the quotes Mrs D obtained to redecorate these areas. The cheapest, which is also the most detailed, includes removing wallpaper, sealing the walls, and then re-papering and re-painting. It includes repairing the uneven kitchen ceiling with filler and repainting it in full. In addition to undercoating and painting the cupboard door.

I've seen an internal email Tesco received detailing the snagging repairs its contractor thought were needed. This says the bedroom wallpaper needs gluing back. The kitchen ceiling needs some minor filling and to paint over it. It says the snagging is minor and £500 is reasonable.

Having read the full claim records, I note references to contractors declining to return to Mrs D's home due to issues experienced during the repairs. The records infer that Mrs D had unreasonable expectations regarding the standard of work.

Having read the file provided, I can't see any detailed records to explain the issues the contractors experienced. In its final complaint response Tesco doesn't explain why it was only prepared to cash settle the final part of the claim.

I can see a tradesman who carried out some work at Mrs D's home sent an email to Tesco. In this he expressed concerns with the standard of work carried out by Tesco's decorator and other contractors it had employed.

Having considered all of this I'm not satisfied that Tesco has treated Mrs D fairly. Tesco needs to ensure that repairs are completed to a satisfactory standard. From what I've seen they weren't. If Tesco isn't able to appoint a contractor to complete the work, it should pay Mrs D's reasonable costs of appointing her own decorator. She's provided three quotes. The cheapest of which is for £1,650. The work specified will remedy the defective areas left by Tesco's contractor. I think it's fair that it pays this amount, or it should appoint its own contractor to do the work.

I've thought about the impact this has had on Mrs D. She explains how the ongoing disruption has been stressful to deal with. Particularly as she has a demanding job, and her elderly mother is living with her. I don't think the offer Tesco made was sufficient to allow the defective decorations to be remedied. And I don't think it's provided adequate reasoning to demonstrate that it couldn't arrange for another contractor to complete the repairs. Because of the delay this has caused, resulting in inconvenience and distress for Mrs D, I agree with our investigator that Tesco should pay her £125.

### **My final decision**

My final decision is that I uphold this complaint. Tesco Underwriting Limited should:

- pay Mrs D £1,650 or arrange for the remaining repairs to be completed; and
- pay Mrs D £125 for the inconvenience and distress it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 28 March 2024.

Mike Waldron  
**Ombudsman**