

complaint

Ms B has complained about her home insurer Legal & General Insurance Limited (L&G). It repaired her home following subsidence damage but she was unhappy with the quality of the work and that some repairs remain outstanding.

background

Ms B's home suffered subsidence in around 2007. L&G repaired it but the cracks came back within a few years. L&G agreed to review the situation.

In July 2015 L&G wrote to Ms B confirming it wouldn't charge the £1,000 excess as it accepted this damage had continued from the previous incident. So it wasn't a new claim. It said it would review other damage that it hadn't, at that time, accepted needed repair.

In August 2017 L&G issued a final letter to Ms B in response to a complaint she'd made. The letter dealt with Ms B's concerns over the arrangements for Ms B to live elsewhere. In October 2017 L&G issued a further final response to Ms B. This set out the history of the current claim and looked at delays which it accepted had occurred.

In November 2017 repairs were scheduled to complete and Ms B was preparing to move home. She noted a number of issues, such as many cracks had just been painted over, some cracks hadn't been repaired, the house hadn't been cleaned properly, the toilet was blocked and a radiator needed replacing.

L&G arranged a site visit to look at the outstanding issues. It said the house had been satisfactorily cleaned but various conversations with Ms B took place about the cleaning. Ms B got the property cleaned herself and asked L&G to reimburse the cost to her. L&G sent a plumber to replace the radiator and unblock the toilet but when he attended he couldn't get into the house. The radiator hasn't been replaced since. L&G said the cracks it hadn't repaired weren't subsidence related. L&G issued a further final letter in respect of Ms B's complaint on 13 December 2017. In April 2018 Ms B complained to this service.

L&G told our investigator that it didn't think we could look at anything that had occurred before August 2017 as Ms B hadn't come to us within six months of the date of that letter. It said its October letter had just summarised everything that had gone on. Our investigator pointed out to L&G that the October letter didn't specify that it was only taking activity after the August letter into account.

Just prior to our investigator issuing his view on the complaint Ms B reported that L&G had said it wouldn't renew her policy unless she confirmed work had been done to fully repair the property. Our investigator asked L&G about this and it apologised; it said this had been an error caused by the renewal team thinking that the claim had been settled in cash. The policy renewal was processed.

Our investigator then considered the merits of Ms B's complaint. He accepted L&G's position on the cleaning. He said if Ms B wanted the radiator repaired she'd have to allow access for that. He noted that Ms B had told us some cracks had re-appeared and he said L&G should send an adjuster to look at them. He was also aware of other repair issues identified by Ms B which he also said the adjuster should look at. L&G agreed.

Our investigator also said he hadn't seen any evidence of inappropriate conduct by L&G's representatives. Ms B was unhappy. She felt we'd taken L&G's side.

The complaint was passed to me for a decision. I felt I needed further information before I could make any findings on the complaint. Having received further information I issued a provisional decision as I felt L&G had seriously failed Ms B in its handling of her claim. I said it needed to do a number of things; including arranging to stabilise the property and pay £2,750 compensation. My findings were quite detailed and I've copied them below in their entirety before moving on to look at what has happened since they were issued and what my final decision is on the complaint.

my provisional findings

period of consideration

Ms B came back to L&G following noting further damage at her home in 2011. L&G refers to 2010 in its October 2017 letter but its file clearly begins with notification of further damage on 20 October 2011, not 2010.

L&G says we can't look at anything prior to August 2017. I disagree.

The letter L&G issued in August 2017 didn't deal with the claim as a whole or consider any delays that had occurred. That letter dealt with issues surrounding arrangements for Ms B moving out of her home. So I can't look at anything that happened in that respect but the August 2017 letter doesn't prevent me from looking at the rest of the claim.

There is also the letter from July 2015 though. L&G refers to this as a final response letter but I haven't seen it. In any event this, from the file notes and the October 2017 letter, seems to deal only with Ms B's complaint that she shouldn't have to pay a further excess and that there is other damage that needs assessing. So even if this letter was a final response, it only precludes me from considering Ms B's complaint as addressed at that point by L&G – the excess and the damage.

L&G's October 2017 final response letter did deal with the history of the claim and set out a timeline for it. The letter concluded there had been some delays and offered £150 compensation.

Then, when Ms B reported her further dissatisfaction and poor repairs to it, L&G issued a further final response letter in December 2017.

Ms B complained to us (in April 2018) within six months of the date of both of these letters. I'm satisfied therefore, that I can look at everything that has happened, with the exception of any issues in respect of Ms B moving out of her home, the excess and additional work (as complained about in 2015), and that is what I'm going to do. I've looked at the renewal issue too as it ties in with earlier claim activity.

my detailed summary of activity from October 2011 – February 2018

In 2011 Ms B called L&G as she'd noted that cracks it had previously repaired had come back. L&G appointed a specialist. The specialist wrote to the local authority as it seems it was believed that a tree on its land was causing the problem. There is little detail from this time but it seems that the specialist did little else between October 2011 and August 2012 than write to the local authority.

In August 2012 L&G appointed a loss adjuster to take over from the specialist. The loss adjuster visited the property in November 2012. L&G hasn't provided any notes or reports from this visit other than a site plan. The adjuster continued chasing the local authority for a response regarding the tree and it was March 2013 before Ms B was called with an update.

A report on the property in June 2013 showed that reducing the size of the tree would restore stability. L&G though noted that the tree had been reduced before during the original claim and yet the subsidence had re-occurred once the tree had re-grown. It said it would therefore push the authority to agree to fell the tree.

A delay to matters occurred in June 2013 when the local authority suddenly denied liability for the tree. Ms B helped clear this issue up a few months later and in October 2013 the authority reduced the tree by 30% but said it wouldn't take it down. The adjuster felt this would stabilise the property and into 2014 the claim moved towards repairs.

A scope for repairs was completed in February 2014 and there is little detail on file showing any activity between then and May 2014. At this point the adjuster began asking Ms B to sign a mandate to agree work set out on the schedule that had been shared with her. Ms B was asked to pay a policy excess as well.

The adjuster continued chasing Ms B for agreement and in October 2014 Ms B complained to L&G. She said she didn't think she should have to pay the excess as this wasn't a new claim. She said she was unhappy that some work wasn't included in the scope of work even though these were cracks that had been fixed before (and had since failed). L&G contacted the adjuster. According to the adjuster's file the concerns were noted but little activity then occurred until April 2015 when the adjuster began writing to Ms B asking if there was a reason why she wouldn't agree the repairs. The adjuster chased Ms B on this in May.

In June 2015 the adjuster told L&G:

"we are not aware as to what was repaired under the previous claim. What we have done is assessed the current damage and what relates to subsidence movement and thus covered under the policy".

But in July the adjuster accepted the current damage was a continuation of the previous claim and agreed to reassess what damage needed repairing. It was agreed that no excess would be payable. It was at this point, and in this respect, that L&G issued its first final response to Ms B.

There was some difficulty in getting Ms B to agree to an appointment to produce a revised repair scope. This occurred in January 2016. It then took over a month for the adjuster to receive the revised scope from its contractor and, when this was sent to L&G, the additional work was queried. This took a short while to resolve but the updated scope was sent to Ms B for approval on 2 March 2016.

There was then a delay due to Ms B's health. On 25 May 2016 Ms B agreed for work to go ahead and L&G said it needed to take further advice regarding some health and safety aspects of the work. This wasn't resolved until September and it was November 2016 when contractors visited Ms B's home again. They noted that the cracks had got worse. They felt the loss adjuster should attend before any work began. Ms B wasn't well enough to deal with further visits at that time though and it was February 2017 before the damage was reviewed. The adjuster felt there hadn't been any deterioration.

The claim then stalled for around six weeks until, at the end of March 2017 the contractors asked for the house to be emptied for work to be done. And Ms B asked that L&G provide her somewhere to stay during the works on account of her health. Ms B was asked to provide a doctor's note. The contractors then delayed but Ms B didn't provide her doctor's note to the loss adjuster until June 2017. At this time the contractors still hadn't confirmed how long works were likely to take or when they could start. This was confirmed on 19 June 2017 and bookings were made for the week commencing 7 August.

Ms B didn't move out on 7 August and work didn't start. After L&G sent its final response in August 2017 which dealt with this issue an offer to settle the claim in cash was made to Ms B. On 14 September 2017 Ms B declined this offer and said she wanted L&G to do the work. L&G gave the go ahead to contractors the same day. On 27 September 2017, after the loss adjuster had chased the contractors several times, a start date for the week commencing 23 October was arranged. The adjuster made all the necessary arrangements for Ms B to move out as well and the work went ahead as planned.

Ms B was due to move back home on 21 November 2017. But in early November the contractors told the loss adjuster that works would complete by 10 November. The loss adjuster accepted this and began making arrangements for Ms B to return home on 14 November. Ms B went to the property on 6 November and has said she was disappointed with what she found. She said there was a whole list of issues (summarised in my background above) and, after chasing it several times, the loss adjuster spoke to the contractor on 10 November for an update.

The contractor told the loss adjuster that the radiator was being fixed that day. He said the cracks in the cupboard weren't subsidence related and they weren't on the schedule for repair. He said a deep clean of the property wasn't needed as it was clean with no dust anywhere.

The loss adjuster then spoke to Ms B. Ms B said there was dust everywhere and the loss adjuster said they were trying to arrange a deep clean but they weren't sure this could be done before the date Ms B was due to move home. Ms B said she could try and find a cleaner and the loss adjuster confirmed that if she did it would reimburse her costs. Ms B's return home was postponed and, when Ms B said she couldn't find a cleaner, the loss adjuster told the contractor to arrange for the house to be deep cleaned on 13 and 14 November 2017.

On 13 November 2017 the contractors, still disputing that the house needed a deep clean, said they were going to do that that afternoon. The loss adjuster also arranged to re-visit the property on 15 November to assess the unrepaired cracks and consider what was needed regarding the radiator.

When the loss adjuster attended on 15 November he thought the house was “immaculately clean”. It was agreed that the radiator would be repaired and the toilet unblocked over the weekend in time for Ms B’s belongings to be returned home on Monday 20 November. Ms B didn’t agree the house was clean.

On 17 November the loss adjuster emailed Ms B. They said that following the meeting, which included video footage and photographs of the property being taken, it seemed the property was clean. They didn’t accept that any further cleaning was required. But said if Ms B had evidence otherwise, such as photos, these would be considered. The loss adjuster confirmed this again in a second email to Ms B later that day.

On 18 November Ms B had a company clean the house. She later sent the invoice for this to L&G. It said it wouldn’t reimburse the cost as the work hadn’t been agreed.

Also on 18 November 2017 the contractor went to Ms B’s home to replace the radiator and unblock the toilet. On 20 November they reported to the loss adjuster that when they got there they had found the door was double locked and they couldn’t get in using their key. Seemingly they didn’t call Ms B or try to rearrange and it was only after the loss adjuster chased them on 20 November that they reported the failed visit. It was then 21 November – the day Ms B was moving home – that the loss adjuster then contacted her to advise that the contractor had been unable to repair the radiator and toilet.

The loss adjuster received no response to that email and tried to call Ms B a couple of times before passing the complaint over to L&G. It reviewed everything and issued its final response on 13 December 2017. Shortly after that, and before Ms B complained to us, she noted that some of the cracks L&G had repaired had opened up again.

delays and claim handling

I’ve gone into so much detail above in order to see where delays have occurred, to determine whether these were reasonable or not and if not if they were L&G’s fault. I think this has been a long and complicated claim and, as such, it was always going to take a little while to conclude. Some things were out of L&G’s control, such as the council suddenly stating it had no liability for the tree. There were also periods where Ms B was unwell – I can’t fairly blame L&G for delays that occurred at those points.

But given the detail I’ve set out above I think L&G handled this poorly and either it or its agents didn’t move things along as quickly as they should have done. And nor did they always keep Ms B up to date with what was happening. Notably:

- L&G’s agent seemed to do little prior to the claim being transferred to the loss adjuster in August 2012.*
- There was a complete lack of communication with Ms B before March 2013.*
- Between February and May 2014 the claim stood stagnant.*
- October 2014 to April 2015, little happened even though L&G knew of Ms B’s concerns.*
- April 2015 to July 2015 the loss adjuster chased Ms B about agreeing work even though they and L&G knew she had concerns and had known since October 2014.*
- January 2016 to March 2016 when revising the scope and getting it sent to Ms B for approval took too long.*
- May to November 2016 when health and safety issues held things up.*

- *Mid-February 2017 until the end of March, it shouldn't have taken that long for repairs to progress.*
- *14 – 27 September 2017, again it shouldn't have taken this long to get things progressed.*
- *November 2017, the loss adjuster accepted repairs would complete early without checking and told Ms B she'd have to move home early, arrangements were made in this respect and then had to be rearranged again.*
- *18 November 2017 no contact was made with Ms B to find out why access couldn't be gained to the property or to make alternative arrangements.*
- *20 and 21 November 2017 the contractor didn't update the loss adjuster and the loss adjuster didn't update Ms B until the day she moved home – even though both knew this meant she was moving home with a blocked toilet which she unblocked herself.*

I don't doubt all of this has caused Ms B significant distress and inconvenience. But I think there are other issues, that I'll address below, that will have caused upset as well. I'll keep these issues in mind and set out my overall compensation award for distress and inconvenience at the end.

I'd add at this point though, I haven't seen any sign of L&G or its agents dealing with or speaking to Ms B in an inappropriate manner. That being said, I wasn't, of course, present at any site meetings. I have no way to know for sure what went on during those visits. I can't reasonably hold L&G accountable for something I can't be satisfied most likely occurred. So whilst I know Ms B believes she's had unfair treatment in this respect at times, I haven't taken this into account in my compensation award.

radiator

This has never been fixed. L&G, in my view, had ample time to sort this before Ms B moved home but didn't. The one attempt on 18 November was not sufficient. L&G needs to arrange to do this now.

Ms B reports that her house has been colder without the radiator which caused her to buy electric heaters instead. She said her utility bills increased as a result. If Ms B can provide her bills, along with bills from the periods before when she had full use of the radiator, I'll send these to L&G for it to consider. I'll then make a final award setting out what I think L&G needs to pay, if anything, to reimburse Ms B for any loss that has occurred, likely including interest.

If Ms B bought the heaters and can provide receipts I'll likely make L&G reimburse that cost too. I'll likely require it pays interest on the purchase cost from the date of purchase until settlement is made.

I accept Ms B was caused some frustration when this wasn't fixed. I've taken this into account in my compensation award. I'm not minded to think it's caused any real distress or inconvenience in the time since as Ms B has mitigated the situation with electric heaters.

cracks in wardrobes

The contractor says these weren't scoped for. Ms B says they date from the initial claim and were repaired then. The loss adjuster has confirmed that it doesn't know what was included and repaired in the initial claim. I've no reason to doubt Ms B's word on this and really L&G should have done a better job at investigating the previous claim, or keeping records about

it, when the reoccurrence was first notified to it. It didn't. I think it fairly now has to fix the cracks in the wardrobes.

L&G might say Ms B had the chance to tell it of the cracks earlier at the time it reviewed the damage and extent of necessary repairs in 2015 but I don't think that would be fair. Ms B isn't a builder so beyond noting that rooms where cracks were present were missing from the scope, I don't think she reasonably had cause to question the planned work further.

reoccurrence of damage

Our investigator said L&G should look into this. I think it will have to assess the damage to see what needs doing to fix it but I think it also has to accept that more needs doing to the property to achieve long-term stability. Even in 2013 the loss adjuster felt that cropping the tree wouldn't be sufficient in the long-term – it had been cropped before and about five years later, once the tree had re-grown, damage had reoccurred. But the council wouldn't take the tree down and L&G moved ahead with repairs once the tree had been cropped.

That was 2013 and, five years later, damage reoccurred again. So L&G has now had two chances at providing long-lasting repairs but has failed to do so. In my view then, L&G now needs to do something to ensure Ms B's home is stable, so any repairs it carries out will last, and that isn't dependant on a third-party maintaining a large, constantly growing tree. I'm going to require L&G to do so.

I also accept it was upsetting for Ms B to see cracks reappear for the second time. This could have been avoided if L&G had acted reasonably when the council wouldn't fell the tree in 2013. I've taken this into account in my award below.

cleaning

Ms B has said she hasn't any photos to show the house needed cleaning. I'm not minded to take much account of what the contractor said but I note the loss adjuster confirmed the property was clean. I've also seen some photos that show it was clean; there's no sign in these pictures of any dust. I haven't seen the video footage though, this hasn't been provided.

Whilst the loss adjuster did initially tell Ms B that it would pay for her to clean the property that was before the contractors attended on 13 November and before the loss adjuster viewed the property on 15 November. Ms B was told on 17 November that her costs for cleaning wouldn't be covered but Ms B went ahead on 18 November and got it cleaned anyway. I appreciate she felt she had to but I've seen nothing that makes me think it was in a condition that was unreasonable for her to return to given her health issue. I don't intend to make L&G reimburse Ms B's costs in this respect.

renewal

If an insurer settles a claim in cash that is the end of its involvement. Getting the repairs done is up to the policyholder. But most insurers, when it comes time for the policy to renew, will want to know work it has paid for has been completed. To do that they might make renewal conditional on receiving proof of repairs. On principle that isn't unfair.

Here though I think L&G acted unfairly and unreasonably. It should have known, I think, that this hadn't been settled by cash. But an error meant that it acted as though it had been.

Given everything Ms B had been through I accept this was particularly upsetting, as well as confusing for her. She also had to make enquiries to try and resolve it. This could all have been avoided if L&G had handled its files properly. I've taken this into account in my compensation award.

overall

I think L&G didn't handle this claim as well as it should. Delays and repair issues have caused Ms B a lot of distress and inconvenience. I'm minded to say it should pay £2,750 compensation.

following my provisional decision

Both parties responded and some further investigation occurred. I've summarised everything below.

delays and claims handling – L&G had its loss adjuster that handled the claim from August 2012 respond on the points I'd made. It accepted some things I'd said but had a different view on others. It felt there'd been some isolated short periods of delay that totalled around six and a half months and accepted there had been four months during the early stages of the claim where it hadn't communicated with Ms B. Ms B gave some more details too but only in a few respects, she was generally happy with my findings.

radiator – L&G said it would pay £30 for one heater even if Ms B doesn't have a receipt, and £30 for increased utility usage. It said it would repair the radiator. Ms B confirmed she doesn't have a receipt but paid £25 for a heater. She said she hasn't asked her utility company for bills – it stands to reason that her usage would have gone up. She said she's happy for the radiator to be repaired.

reoccurrence of damage – it was agreed that L&G would carry out an assessment prior to my final decision being made. It was also agreed that during that assessment consideration would be given to the outstanding concerns Ms B had told us she had with some repairs. The crack assessment resulted in L&G accepting further movement had likely occurred at Ms B's home and a period of monitoring has now started to establish the likely cause for the movement and to help determine what will ultimately be needed to resolve that. The assessor gave his view on the other repair concerns raised and Ms B has responded in respect of those findings.

cracks in the wardrobe – these were considered by the assessor. He found the cracks were minimal and said, in his view, they didn't require repair. Ms B said she did tell L&G, or rather its agents, repeatedly about the cracks and she had been asked to remove items from the wardrobes prior to repairs being carried out.

cleaning – L&G maintained it was cleaned. Ms B said it was still dusty, although she has no proof showing this. She said she'd like reference to it having been "*immaculately clean*" to be taken out of my decision because this wasn't the case as shown by CN's report dated 15 November which refers to "*minimal dust*".

compensation – L&G said it accepted there were failings but, given its loss adjuster's response to my delay and claim handling section, felt my award was too high. Ms B didn't object to my suggestion.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

delays and claim handling

I've considered the detail L&G has provided from its loss adjuster. Essentially it has gone through the details I set out provisionally in respect of where I felt failings had occurred and given its take on them. It's set out a total period for when it accepts it caused delays. I've considered what it's said and overall I'm not surprised that it has a slightly different perspective on some issues to me. But nothing it's said makes me think what I've said, having considered all of the available information provided by both parties and having looked at this from my removed impartial position, was wrong, unfair or unreasonable.

I'm mindful that it also believes that the total period of delay it accepts occurred is likely somewhat less than I've identified. But in this respect I'd note that I didn't set any definite period for the total amount of delay likely caused. What I've set out is that over a period of years L&G, often via its agents, consistently caused delays and failures in claim handling. That type of on-going, but intermittently occurring, delay and failure creates a cumulative impact in terms of distress and inconvenience, meaning its impact is far more significant than any one single period of delay and failure. I'm satisfied by what I said provisionally, those findings, along with my comments here, are now the findings of this my final decision.

radiator

I accept that L&G's agent did visit Ms B's home on 18 November. I've seen evidence to that effect. But I'm not persuaded that Ms B deliberately sought to refuse entry – it doesn't make sense that she'd do that. And nor am I persuaded that L&G's contractor or loss adjuster at that time handled things appropriately following that visit. Whilst all that has a bearing in terms of upset caused, I think the involvement of the new loss adjuster effectively moves things forwards in terms of getting the radiator fixed. I'm satisfied that both parties will work together to get this done.

I see that L&G has agreed to pay for a replacement heater, regardless of any receipt. I see that Ms B paid £25 for a heater. I'm going to require L&G to pay her that sum. Because there's no receipt though I won't require it to add interest.

Regarding utility usage I'm going to say the offer made by L&G is fair and reasonable. It acknowledges, as Ms B has said, that there would be some extra usage and Ms B can't say what that might equate to. And I'm also mindful that whilst using an electric heater might increase electricity charges, the lack of a radiator might well decrease the call on the gas boiler. In the circumstances, I think a payment of £30 is fair and reasonable.

re-occurrence of damage

Whilst provisionally I said L&G needed to move to stabilise Ms B's home it made a good argument in response which persuaded me that it should reasonably be allowed to investigate and then monitor the property first. Ms B agreed to this. Essentially L&G accepts now that the house is moving, quite likely but not necessarily as a result of the local authority's oak tree, and that it must do something to resolve that. But what is needed to resolve that must be considered and monitoring will help determine the most appropriate

course of repair. And if that shows the oak tree is the cause then the monitoring evidence will be crucial in persuading the authority to remove the tree altogether – which will be the least invasive outcome for Ms B in terms of repairing her home. The monitoring is now under way and L&G is well aware that the matter will need handling carefully from now to minimise any further disruption for Ms B. And Ms B, for her part, is committed to getting her home finally, fully and properly repaired. So I trust that things will run smoothly and that Ms B won't have cause to make any further complaint.

Regarding the outstanding repair issues considered by the assessor; I've looked at these below. But because it was an original stand-alone point in my provisional decision, the wardrobe crack issue has its own section immediately below this one. With the exception of the hall radiator, in respect of any repair I've said L&G should carry out, this can be deferred until the monitoring and any stabilisation works have been completed.

Kitchen cupboard and plaster – it was accepted that plaster was coming from behind the cupboard, which would need to be removed to assess and resolve the plaster problem. Ms B made no objection to this. I think the assessment seems reasonable, I'm going to require L&G to carry out this investigation and repair.

Speakers – it was agreed that these hadn't been reconnected but should've been. It was also noted they were very dusty and would need cleaning before any attempt was made to reconnect them. Ms B made no comment. Again I think the assessment seems reasonable, I'm going to require L&G to carry out the cleaning and re-connection of the speakers. But I'm also going to say that if the speakers can't be re-connected or are but don't work, that L&G should repair or replace them. In the circumstances, and despite the passage of time meaning liability for damage can't be easily and clearly traced to L&G, I think it's fair to require it to reinstate them. Ms B had speakers that worked before L&G's work began so that is what she should be left with.

Yellow paint on silver trim – the assessor accepted this had resulted from L&G's repairs, he said it could simply be cleaned. Ms B made no comment, which is understandable. I think the assessment seems reasonable, I'm going to require L&G to carry out this repair. L&G may think this is something Ms B could do herself, and it might be right. But I think it would be quite easy for trim like this to be damaged during cleaning – and if it is damaged it will need replacing. Ms B shouldn't be left in the position of doing that work herself or having to face the consequences of replacement if she inadvertently causes damage. The paint shouldn't have been splashed in the first place or, if that was unavoidable, it should have been cleaned straightaway by L&G's contractor. It needs to put that right by cleaning it now and, if it can't be cleaned and/or is but damage is caused, replace it.

Paint coverage – Ms B had said that L&G painted a room lined with blue paper in cream without removing the paper and the blue shows through in places. The assessor didn't accept there was an issue with the coverage. Ms B said she disagreed. In this case I'm satisfied with the expert's opinion on the paint coverage. But the next point ("decoration behind...") has relevance here. Ms B also said though that, if the lining paper wasn't removed L&G's contractor can't have properly repaired cracks in this room. I've commented on cracking below.

Decoration behind fridge/freezer – The assessor found that this item, along with many radiators and a large cupboard in the dining room, hadn't been moved when the property was redecorated. Instead the contractor had merely painted around them. The assessor said this was unacceptable. Ms B noted the same had occurred with a free-standing wardrobe in

her bedroom and also that one of the radiators affected was in the room lined with blue paper. I'm satisfied by the assessor's findings. I'm going to require L&G to carry out work to properly reinstate the decoration at Ms B's home in the areas affected by this issue, including the free-standing wardrobe and the radiator in the blue room. It will be up to L&G and its agents how that is fulfilled but I am going to require it to give the whole 'blue lined' room a coat of paint, in addition to any coats necessary to cover the area behind the radiator. Giving the whole room a coat of paint, in the grand scheme of things and given it is doing some painting in that room any way as well as in other areas of the house, won't make much difference to L&G but it may make a huge difference to Ms B. That feels like the right and fair thing for L&G to do. L&G said it didn't really agree with me regarding painting the blue room but said it would accept my findings in this respect.

Decoration inside wardrobes – the assessor noted that whilst the rooms have been decorated the inside of the wardrobes weren't. He felt that was satisfactory, given the wardrobes have doors and so are 'separate' to the rest of the room. Ms B felt this was an unfair stance to take because the wardrobes aren't separate rooms. I can understand where the assessor is coming from – this service sometimes takes a similar approach in certain circumstances where items that 'match' are in areas separated from each other in some way (not necessarily separate rooms). But Ms B has been through a lot during this claim and I can understand why this issue has upset her so much. And, given the other areas of poor decorative works completed by L&G's contractor, I can understand why Ms B feels this decision is so unfair. Further L&G's accepted it should paint behind large objects which are likely moved far less than the wardrobe doors are opened. In the circumstances, I'm going to require L&G to redecorate inside the wardrobes to match as closely as possible the décor of the rooms they are in. To be clear this will not have to be a perfect match, some minor mismatch can be seen to be reasonable given the separated areas and the fact the décor within the wardrobes doesn't form part of the overall finish of the bedroom (it isn't part of the vista when the bedroom is in normal use).

External paving and brickwork – Ms B had reported an area of sunken paving that she said was repaired previously by L&G. She also reported poorly repaired brickwork. The assessor didn't think the sunken paving was linked to the subsidence movement. He accepted that brickwork repair was poor and needed re-doing. I think L&G's consideration in respect of the brickwork is fair, and I'll require it to undertake remedial work in this respect. Upon review of further comments by both parties I'm not going to make L&G resolve the sunken paving. L&G's expert says this damage isn't related to subsidence and Ms B has confirmed this area wasn't subject to a previous repair. Ms B clarified that as subsidence repairs had been carried out in nearby areas, she thought this area was likely suffering from the same cause. The expert opinion is that it isn't and, I've no reason to doubt that opinion. I'm not going to require L&G to repair the area of sunken paving.

Woodwork in the blue-lined room – Ms B reports this has paint splashes on it but it wasn't drawn to the assessor's attention at the time of the visit. That's unfortunate, and whilst I understand it's difficult for Ms B to keep on top of everything, it isn't possible to continually keep adding in items of concern. But, given this topic is so similar to the silver trim issue, meaning I can reasonably accept without any need for further assessment that it's another aspect of poor work carried out by L&G's contractor, and affects a room that I've already said L&G should re-decorate, I think it's reasonable to require it to remedy this issue.

Cracks in the blue-lined room and at the top of the stairs – Ms B said she can see these but the assessor couldn't at the time of his visit. There is a photo which shows the crack in the blue room, near the end of the curtain pole. The assessor hasn't mentioned these cracks specifically. And, given the current monitoring that is underway, I'm not going to say anything

definitive about them now. The monitoring will take a little while to complete, after that L&G will need to sort out what is needed to stabilise the property and only once stabilisation is achieved can a repair schedule for the internal crack damage be completed. That's because until the house is stable the cracking will continue and progress. So it may well be that the cracks Ms B is concerned about will form part of that repair schedule. That, of course, will all take place outside of the arena of this complaint and decision. So that everyone is clear when that time arrives I'd suggest that a crack repair plan for the property is drawn up at that stage, to accompany any schedule, so that Ms B and L&G's contractors can all be very clear about what is to be repaired. And if Ms B thinks other cracks should be included which aren't, she can deal with that then, rather than only finding out later, when other repairs have been completed, what cracks haven't been resolved. That's an unusual suggestion for me to make but one which I think is warranted in the circumstances here. It serves the best interests of both parties and will hopefully allow the claim to progress to its long-delayed completion without the need for another complaint to be made.

cracks in the wardrobes

In many cases I'd likely accept the expert view that has been expressed here – that the cracks are minor and don't need repair. However, there is a long history to this claim, and Ms B's been caused a lot of upset; at least part of which relates to these cracks. In the circumstances I think it would be unfair for me to rely on the impartial (in terms of how the claim has been handled previously) view of a third-party in this respect whilst ignoring the context surrounding the issue. Given everything that has occurred here, and what I've said provisionally, I think it's reasonable to require L&G to repair these cracks.

cleaning

I understand Ms B is concerned as to the state her home was left in, and given that the report from November 2016 refers to "*minimal dust*" and that there is other detail within L&G's file in which it accepts that the standard of cleaning was "*satisfactory*", I can see why reference to the house being left "*immaculately clean*" upset her. I apologise for that. But the statement I included provisionally, and which I've left within my above record, was made by the loss adjuster the day after he visited the property. I think now, given everything I've seen that was likely an overstatement but it doesn't change my view that it would be unfair and unreasonable for me to make L&G reimburse the cost Ms B incurred for cleaning her home. As she herself has said there is no evidence that the property was left in a generally dusty state. And I'm not persuaded the reference to "*minimal dust*", even for someone with Ms B's health condition, means L&G had failed to satisfactorily clean her home.

compensation

Whilst I've considered L&G's request for less compensation to be awarded I wasn't persuaded by what it said that my provisional finding in this respect was unfair or unreasonable. I remain of the view that over a sustained period L&G failed Ms B in its handling of her claim. I'm satisfied that she was caused a lot of distress and inconvenience as a result and that an award of the magnitude provisionally suggested is fair and reasonable. Therefore, I'm going to require L&G to pay Ms B £2,750 compensation.

my final decision

I uphold this complaint. I require Legal & General Insurance Limited to:

- Monitor the movement at Ms B's home and consider the results with a view to determining the most appropriate way of stabilising the property against further subsidence movement. And once the property is stable:
 - Investigate and repair the poorly fitted kitchen cupboard and loose plaster.
 - Clean and re-connect the speakers and, if they can't be reconnected or can but they don't work, repair or replace them.
 - Clean the yellow paint on the silver trim and, if this can't be cleaned or it can but damage to the trim occurs, replace the trim.
 - Properly re-instate the decorative finish at Ms B's home, in line with my comments above, including behind the wardrobe and painting the blue room.
 - Fix the cracks and decorate inside the fitted wardrobes, in line with my comments above regarding match.
 - Remedy the poorly repaired brickwork.
 - Clean the yellow paint off the woodwork in the blue room, if it can't be cleaned or doing so damages the remaining finish, re-decorate the woodwork.
 - Prior to work starting, and in addition to any schedule of work produced, complete a crack repair plan for the property which clearly shows which cracks will be resolved during the repairs and share this with Ms B, listen to any concerns she has and work with her to ensure reasonable agreement on the planned repairs is reached.
- Fix the hall radiator, if it can't be fixed, replace it.
- Pay Ms B £25 as reimbursement of her cost incurred in buying a heater.
- Pay Ms B £30 as compensation for likely increased utility costs.
- Pay Ms B £2,750 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 7 July 2019.

Fiona Robinson
ombudsman

*Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. If Legal & General Insurance Limited considers that it's required by HM Revenue & Customs to take off income tax from any interest due to Ms B, it should tell her how much it's taken off. It should also give Ms B a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.