

complaint

Mr and Mrs J are unhappy with the repairs carried out by Legal & General Insurance Limited ("L&G") to their conservatory and the time taken for their claim to be resolved.

background

Mr and Mrs J suffered storm damage to their conservatory in January 2012. On assessing the damage, L&G's contractor initially considered that the damage could not be repaired. No mention was made of the state of repair of the conservatory at that time, although L&G's loss adjuster dealing with the furniture damage, had commented that the property was "*decorated to a very good standard*". L&G's contractor later changed their mind about whether or not repairs could be carried out and decided that the conservatory could be fixed.

Mr and Mrs J were concerned by this change of heart, although their own contractor similarly concluded that a repair could be made. Therefore, L&G elected to repair the damage to the conservatory. The repairs were carried out by L&G's chosen contractor in February 2012. Mr and Mrs J contacted L&G in August 2012 to tell them that the conservatory was leaking. There is some dispute over whether the leak permeated from the damaged section or the opposing wall, although L&G's contractor, on an apparently goodwill basis, decided to effect further repairs to the damaged section.

This repair unfortunately did not fix the water ingress and a further inspection was carried out in October 2012 by L&G's contractor. Given that the leaks kept re-occurring, an independent expert was appointed by L&G in November 2012. Their report indicates that the conservatory is beyond economic repair as a result of the water ingress over the preceding months. The expert was of the view that the repairs to date had been inadequate. They further considered that if they had viewed the conservatory directly after the storm in January 2012, they would have advised a complete renewal then.

Our adjudicator recommended that this complaint be upheld and thought that the conservatory should now be replaced. L&G considered that they should first be allowed to attempt another repair before they would concede that a replacement is required. The matter has now come to me for a final decision.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

In a case of storm damage such as that seen here, it is the insurer's option whether or not it chooses to repair or replace any damage to the building. In this case, L&G opted to repair; although it turns out that the initial assessment of its contractor that the conservatory could not be repaired was, more likely than not, correct. By opting to repair, L&G must take responsibility for the work done by its contractors.

Although the contractors have now alleged that the conservatory was not in a good state of repair, at the time that they first viewed it, I have not seen any evidence from the time of the initial inspection to indicate that to have been the case. In fact the opposite was more likely than not true, as the contents loss assessor indicated in their report that the premises were decorated to a very good standard. Mr and Mrs J have told us that there were no maintenance issues that they were aware of and the water had only started to come in following the storm and L&G's repairs. It is the water damage over the months since the storm that has resulted in the rotten woodwork now seen.

L&G have now accepted that the responsibility for the repairs lies with them, although they consider that they should be allowed one last attempt to re-inspect the property and carry out further repairs. I consider that the time for this has now passed. Mr and Mrs J have been without full use of their conservatory for almost three years since the original storm. I have no doubt that further damage has occurred over this time as a result of the ineffective repairs to date, although it is my finding that the initial storm damage was clearly more significant than L&G had originally thought. At least two sets of repairs have failed and L&G's appointed independent expert has given a most persuasive account of what should have been done originally to fix the problem, if indeed it could have been fixed at all.

It is, therefore, my conclusion that Mr and Mrs J should have to wait no longer for a replacement conservatory and that L&G should now arrange to provide this.

I acknowledge the delays that Mr and Mrs J have experienced to date. However, as I said above, L&G were entitled at the commencement of this claim to attempt to carry out a repair; although that decision now turns out, according to their expert, to have been wrong, two contractors at the time thought that repairs would be possible. It was only in November 2012 that it became beyond doubt that further repairs were not going to be effective and I consider that it is at that point that L&G should have agreed to a replacement. That did not happen and, accordingly, I agree with our adjudicator's recommendation that L&G compensate Mr and Mrs J in the sum of £100 for the inconvenience caused to them by that delay.

my final decision

It is my final decision to uphold this complaint. I require that Legal & General Insurance Limited deal with Mr and Mrs J's claim in accordance with the remaining terms of the policy, taking into account my direction that there be a replacement of the conservatory rather than further repairs to it. I also require that it compensate Mr and Mrs J in the sum of £100 for the inconvenience caused to them.

James Kennard
ombudsman