

complaint

Mr M is unhappy with the repairs U K Insurance Limited (UKI) has done at his property following his claim for water damage on his home insurance.

background

Contractors did poor work so more contractors were put in by UKI. Disputes constantly arose about what work or damage had been done and what needed to be done and/or needed fixing. The repairs rumbled on for years. I issued a provisional decision to let the parties know that I thought it was ok, at this point, for UKI to look to settle this claim in cash. I said that, to settle it, it should pay a total of £15,106.60.

UKI accepted my findings. Mr M said he really wants UKI to complete this work, that he's got no way of finding reputable traders to do it. He then made various points about the individual repair issues at hand.

my findings

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

UKI was at fault to start with because work was poor and damage was caused. UKI wouldn't usually be able to walk away from fixing what it's done wrong. But here I can't see that it would be right to make it keep working at Mr M's home. That's because Mr M has challenged and argued on nearly everything that it's done. Some with good cause but there comes a point where such challenges just make it impossible for a good working relationship to exist. We're at that point here and while I understand Mr M's concerns about finding another trader, I can't see it would be fair to make UKI continue working when it seems likely that Mr M will never be satisfied with what it does. So, with regret for any upset this causes Mr M, I am going to allow UKI to settle this matter in cash.

UKI previously set out cash offers for outstanding work as follows:

- 1) Replace hall lights - £900
- 2) Paint 2nd coat in hallway and gloss woodwork - £250 (UKI said this has been done but Mr M says above the picture rail, beams and ceiling haven't been painted)
- 3) Paint all 3 bedrooms – total £1,210
- 4) Paint pantry walls - £175
- 5) Replace internal lock - £75
- 6) Kitchen floor tiles - £1,213
- 7) Carpets - £6,500 + £1,300 VAT
- 8) Vanity unit - £3,500

3, 4, 5 and 7 aren't in dispute.

The hall lights (1) have been replaced and so, Mr M says, have the bulbs, so that cost falls away.

UKI has agreed to keep the cost for (2) – £250, as part of this offer. I think that's fair.

Mr M thinks the offer for kitchen floor tiles (6) isn't enough. Essentially he wants his quote for £1,992.60 paying, he says this is the cheapest he can get the work done for. UKI has explained that it will stand by the offer it's made for the floor tiles but that it feels this is really wear and tear. I know Mr M believes UKI did this, and to him this is obviously the case. But his belief isn't enough for me to discount UKI's argument and the evidence of the damage itself. It's agreed to honour what's already been offered. I think that's fair of it. I'm not going to make it pay more.

The vanity unit (8) is a major concern for Mr M. He's produced various quotes for replacement, the latest being for £10,492.80. I'm not convinced though that those prices are based on a like-for-like replacement. UKI's offer of £3,500 is based on its expert view. Mr M wants further detail on that but I've no reason to look behind it. UKI's expert saw photos of the original unit and calculated its replacement cost on that basis. If Mr M had supplied a similar sort of expert opinion that showed the unit would be more expensive to replace then that might give me cause to question what UKI has said. But that isn't the case here. I know Mr M thinks that UKI didn't visit the shop he got the quote from but I'm satisfied it did. The letter Mr M presented merely confirms that the shop hasn't given a copy of his quote to anyone else. I'm not going to make UKI increase its settlement offer for the vanity unit.

So the total I'm going to require UKI to pay Mr M for repairing/replacing items 2 – 8 (nothing for number 1) is £14,233.

There are then a whole host of things that Mr M says need doing and that UKI disagrees with to some extent or another. I've explained my view on these below.

Internal doors and (possibly external) pantry door – Mr M says they need replacing entirely. UKI says it will replace the door hinges. I don't accept that the doors need replacing. I know Mr M says the pantry door was swung on by a contractor – if that did happen the hinges would likely have been damaged which may be why the door now doesn't hang straight. UKI says it will cost £23.60 for a pack of twelve stainless steel hinges and to fit these on six doors will take an hour at a maximum of £60.00 for labour. Total £83.60. Mr M says the hinges should be brass, there're more than six doors and it took two hours for the hinges on one door to be changed. I don't think the difference in metal will make much difference in cost. I'm not persuaded that two hours for each is likely. But there are more than six doors that need changing. It seems fair to me to double UKI's cost to take account of the 'extra' doors. I'm going to make UKI pay Mr M £167.20.

Front door threshold – Mr M wants the whole threshold area replacing. UKI has offered to replace the bar at the bottom; I can't see any evidence that the whole thing was damaged by UKI's contractors. UKI says it will cost little for the materials for such a repair and take a maximum of an hour which would cost the maximum of £60.00. Mr M says he's been told the materials will be expensive. I'm satisfied that an allowance of £70.00 is fair and reasonable for this repair.

Guest toilet and sink – UKI had disputed liability for damaging this. I said a report from its loss adjuster in 2014 showed the first contractor likely did this damage. UKI accepted this and my recommendation for it to pay £600. Mr M says you could only get that price from a well-known DIY shop; it doesn't reflect the quality of what he had before. He says, with no other proof, that to replace on a like-for-like basis would cost £800. To fairly make UKI pay more, I'd need more than Mr M's word on cost. I'm going to award £600.

Kitchen extractor, recessed lights and wall tiles – Mr M says two extractors were removed during work and only one was reinstated, this isn't working. UKI has agreed to pay £120 to replace this – I felt that was fair as it might have broken since installation. Mr M still isn't happy that there's only one and that I thought UKI couldn't reasonably be expected to resolve the lighting or wall tiles. But Mr M hasn't produced anything new that makes me think that UKI removed an extractor in error, covered up the lights and/or damaged the tiles. So all I'm going to make UKI do is pay Mr M £120 to replace the faulty extractor fan.

Pantry, wall and floor tiles – Mr M says these were damaged by UKI but also that they run through (I'm not sure if he means wall as well as floor) from the kitchen. Mr M says the first contractor dug up the floor tiles while tracing the leak. UKI says this is denied. It also says that in many visits following the first contractor leaving site, this damage wasn't mentioned. I've no reason to doubt either party so I can't say with any degree of certainty that UKI is responsible for fixing this. And I'm not convinced it would have damaged the wall tiles either. If there is a doorway between rooms we often wouldn't require an insurer to pay to replace one area of tiling just because the other needs replacing. We might, in certain circumstances say that a contribution would be fair but I don't think it would be here. In saying that I'm mindful that although UKI has offered cash to replace the kitchen floor tiles it has never really accepted that it's responsible for that damage. Therefore, it would seem unfair to make it pay even more for the pantry.

Hall floorboards – Mr M wanted all the floorboards replacing. UKI said it damaged a small section and it's done this. I said I hadn't seen that there was anything else for UKI to fix. In response Mr M has said it was only ever a small section and that this still needs doing. Mr M has said work is still being done at his home and UKI's contractor has confirmed it's done this work. I'm not convinced it's still outstanding so I'm not going to make UKI pay anything to Mr M for this.

Outside wall, lights and house nameplate – UKI says there's no evidence its contractor did this damage. I've looked carefully at the evidence I have, as well as everything Mr M's said and I've not found anything to make me think this damage was most likely done by UKI's contractor. So I'm not going to make it do anything in these respects.

Porch lights – Mr M says the bulbs aren't right. However, I understand that Mr M chose them while UKI bought and fitted them. It's possible that some kind of mix-up occurred, as Mr M has suggested, but I've no evidence that UKI made an error. So I'm not going to make it responsible for changing the lights and/or the bulbs again now.

Damaged porch window (which then allowed water in) and lounge window – UKI says there's no evidence its contractor did this damage. I've looked carefully at the evidence I have and, beyond what Mr M says, I've not found anything to make me think this damage was most likely done by UKI's contractor. Mr M's belief and/or word aren't enough for me to think it is responsible. I'm not going to make it do anything in these respects.

Family bathroom and lounge/dining room – UKI says it's done all the work that was needed in these rooms and doesn't accept lighting or sockets were covered or painted over. The second contractor says the overpainting of sockets was never pointed out to it on any of its visits. UKI says that there was already some untidy paintwork at the property before the first contractor started work. It also says that being painted over shouldn't stop the sockets working. Mr M says the painting over is so bad the plugs won't fit – that's slightly different but there's still no proof that UKI did this or agreed at some point that it did

and that it would rectify it. Mr M also says there is still some work to do in these rooms. I've seen no evidence of this. I'm not going to make it do anything in these respects.

Sofa – this is another major concern for Mr M. He says that it got horrendously dusty during the work and/or was subject to some kind of gas or by-product of materials used by the tiler, such that it needed replacing. This was especially necessary as it caused him and his family to come out in rashes when it was sat on. I said the suite was leather, so I wasn't persuaded that dust or toxins would permeate it in this kind of way. Mr M has replied to say this wasn't the case, it was a type of fabric. My apologies for saying it was leather but I also explained that, while I'd seen photos of skin marks, I hadn't seen proof of what caused them or that anything used could have been harmful. Neither have I seen evidence that UKI, at some point, agreed such was likely and that it would replace the sofa. I know Mr M recalls that this did happen but his recollection is not enough when UKI is, equally as adamantly, denying it. I'm not going to make it do anything about the sofa.

Patio door, 3D mirror and cabinet – UKI says there's no evidence its contractor did this damage. I've looked carefully at the evidence I have, as well as Mr M's recent comments, and I've not found anything to make me think this damage was most likely done by UKI's contractor. Mr M says the cost for replacing the mirror and cabinet was agreed but I've not seen evidence of this either. So I'm not going to make it do anything in these respects.

Dangling external electric wire – UKI's second contractor says no work was done in this area. Mr M says the cable is for the mirror. I'm not sure why anything UKI did would cause that to hang externally. I'm not going to make it do anything in this respect.

Compensation – I think that UKI did fail Mr M at times during this claim, and at times those failures were quite bad and caused him quite significant distress and inconvenience. But I'm also aware, as mentioned above, that Mr M hasn't always made it easy for UKI to progress the claim. And I'm mindful of the lengths UKI has gone to and the settlements it's made, and is still prepared to make, to try and make up for its failures. Taking everything into account I'm not minded to make it pay any more compensation to Mr M.

my final decision

I uphold this complaint in part. I require U K Insurance Limited to pay Mr M:

- £14,233.00, for items 2 – 8 above (nothing for number 1).
- £167.20, for replacing the hinges to all internal doors.
- £70.00, for repairing/replacing the bottom of the front door threshold.
- £600.00, for replacing the guest toilet and sink.
- £120.00, for replacing the non-working kitchen extractor fan.

I don't make any other award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 30 December 2016.

Fiona Robinson
ombudsman