

complaint

Mr D is unhappy about the repairs carried out by Great Lakes Insurance SE's contractors following a claim under his home insurance policy for damage caused by an escape of water at his home.

background

I issued a provisional decision on 2 November 2018. In this I explained why I intended to uphold Mr D's complaint and what I intended to make Great Lakes do to put things right. I gave both parties until 16 November to make any final points or provide any further information they felt I needed to see.

Mr D has responded to say he's happy with my provisional decision. And Great Lakes hasn't responded.

my findings

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

As Mr D is happy with my provisional decision and Great Lakes hasn't responded, I see no reason to alter my findings.

my final decision

For the reasons set out in my provisional decision, I uphold Mr D's complaint and order Great Lakes Insurance SE to pay him £9,955 for rectification work. I also order Great Lakes Insurance SE to pay him £500 in compensation for distress and inconvenience.

Great Lakes should do this within 28 days of us telling it Mr D has accepted my final decision. If it pays later than this, it should add simple interest to the compensation at a rate of 8% per year, from the date of my decision to the date it makes payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 19 December 2018.

Robert Short
Ombudsman

Copy of provisional decision date 16 November 2018

complaint

Mr D is unhappy about the repairs carried out by Great Lakes Insurance SE's contractors following a claim for damage caused by an escape of water at his home.

background

Mr D made a claim after water escaped from a pipe in his loft. Great Lakes arranged for its claim handling agent to investigate and work out what repairs were needed. There were some problems with the standard of work carried out by the contractors Great Lakes used. Mr D has explained how they also damaged the

wooden floor in one of his bedrooms. And he's provided a great deal of evidence to highlight the very poor standard of decoration. He thinks everything needs to be re-done and the floor replaced.

Great Lakes got someone to inspect the work and made Mr D a cash offer of around £2,000, which it thinks will allow him to get things put right. Mr D doesn't think it's enough.

One of our investigators assessed Mr D's complaint and suggested Great Lakes should pay for the floor and arrange a further inspection by experts of the standard of decoration. He also suggested Great Lakes pay some compensation for distress and inconvenience.

Great Lakes doesn't agree with the assessment and has asked for an ombudsman's decision.

my provisional findings

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've provisionally decided to uphold it and make a much larger cash award than Great Lakes has offered to enable Mr D to get things put right. I also intend to award a significant amount of compensation for the distress and inconvenience Mr D has experienced.

I've read the report by Great Lakes agent and the various comments, photographs and estimates provided by Mr D. Having done so, I agree with Mr H that all the work carried out is of a very poor standard and will need completely redoing.

I've seen the photographs of the vast majority of the painted walls and ceilings and it looks like the surfaces are much rougher than they should be. Mr D says the paint company has told him this is because the decorators put a second coat on before the first coat was dry and put the paint on too thick. I appreciate Great Lakes agent has suggested that the wall surfaces had flaws before they were painted, which is to be expected, but I don't agree this caused the poor finish. I say this as the photographs just don't back this up and because the walls look much worse than I'd expect if the problem was the existing surface. And I'm concerned about the agent's comment that unless you go looking for issues it's not possible to see them. I wouldn't have thought you should be able to see issues at all if painting has been done properly, however closely you look.

In addition, what I've said later about the standard of painting to the woodwork suggests Great Lakes' contractors didn't really follow correct procedures and this adds weight to Mr D's concerns about the walls and ceilings.

To me the finish to the walls and ceilings looks much more likely to be due to poor painting, as there's a textured effect, which is pitted in places, as opposed to the normal slightly rough finish I'd expect to see with emulsion put on with a roller. And, the finishing around the windows and doors looks very poor indeed.

I also think the fact Great Lakes' agent has acknowledged the walls aren't good and his recommendation for a further coat of emulsion suggests he's not happy with the finish as it is. And – despite what he's said – based on what the paint company Mr D consulted has said, I don't think another coat of emulsion is going to sort out the problem. Especially, as it looks like the problem was caused by overloading of the emulsion and not allowing the first coat to dry.

So, I think, based on all the evidence I've seen, all the walls and ceilings painted by Great Lakes' contractor need properly preparing and re-painting to achieve an acceptable finish. And, I don't think, at this late stage, it would be fair to make Mr D go through a further inspection to confirm this. So I think as part of the fair and reasonable outcome to this complaint, Great Lakes should meet the cost of this.

I appreciate it won't be easy to get the surfaces right on the affected walls and ceilings and it was suggested by the paint expert Mr D consulted they'd need to be rubbed down before a further coat was applied. And Mr D has provided a quote, which includes this. But he's also provided a quote for skimming all the affected walls, which he thinks is the only way of achieving a suitable surface for painting.

Mr D's explained how he has already had a decorator in who tried sanding down the walls in some areas and this didn't work. And – looking the state of the some of the walls, I can see why. I don't really think it's practical to sand down walls and ceilings to the extent required to repaint. And I don't think it's fair for Mr D to have to put up with this. So, I agree the only way to get the surfaces ready is to skim them. And I think Great Lakes should cover the cost of this as well.

Mr D's quote for redecorating the areas Great Lakes' contractor painted includes an amount for sanding down the walls and ceilings. But it doesn't allow for the mist coat needed once the walls have been skimmed. So, I see no reason Great Lakes should pay less for repainting the walls than Mr D's quote, as I'm satisfied it's reasonable for what's needs doing.

I've seen photographs of the re-painted woodwork, which looks awful. And I can see that Great Lakes' agent accepts this was not done to an acceptable standard. Mr D has explained how the decorators used rollers to put the gloss paint on, which I can see from research Mr D has provided is not an acceptable way to apply it. It looks clear from the photographs and what Mr D and experts have said that all the woodwork will need stripping down and re-painting, with proper preparation. This is allowed for in the quotes Mr D has provided. And, I also think Great Lakes should cover this cost. Mr D's quote is £450 (excluding bedroom 1 and the landing), which again, I think is reasonable. There's also an amount allowed in the quote for repainting bedroom one and the landing for the woodwork in these areas, which I think Great Lakes should also cover.

I've also seen photographs of cracks that have appeared in the walls that were re-plastered. Mr D has explained that this was because Great Lakes' contractor didn't use scrim on the joins in the walls. The photographs I've seen back this up and I think the only way to address this is to properly prepare and re-plaster these walls. These walls will then also need to be re-painted. Mr D has provided a quotes for re-plastering and repainting these walls which total £1,750, which seem reasonable (as mentioned above this also includes re-painting the woodwork in these areas). So I think Great Lakes should pay for this.

Great Lakes doesn't think there's sufficient evidence to show its contractor damaged the floor in one of Mr D's bedrooms. I've seen the photographs of the damage and it looks like it's due to heavy items being dropped or stored on the floor. Mr D has explained how the contractors put heavy items in there without putting protection on the floor. And, I'm persuaded by his testimony that this was how the damage happened. The only other explanations are that the damage was already there and Mr D hadn't noticed it or he had noticed it and is trying to make out it was caused by the contractors. I don't think either of these are realistic explanations. So, I think Great Lakes should pay to have the floor put right on the basis it's most likely its contractors caused the damage.

Great Lakes did look into repairing the floor, but this would involve sanding it down. And I don't think it's fair to expect Mr D to put up with this, as a wood floor can only be sanded a limited amount of times. Plus, I'm not convinced it would match the rest of the bedroom floors upstairs if it was sanded and refinished. So, I think Great Lakes should pay to replace the floor. Mr D has provided a quote of £1,335 to have this done, which seems reasonable. So, I think Great Lakes should pay this.

Mr D has also explained how the skirting boards in the bedroom where the floor was damaged haven't been replaced, as there was a question mark over what would happen to the floor. He's provided a cost for having these prepared and fitted, which seems reasonable. And, as Great Lakes is responsible for the floor, and because it would have paid to have the skirting boards replaced as part of the original work, I think it should pay Mr D to have this done based on his quote, including purchasing the skirting, which is £447.

Great Lakes agent agreed the airing cupboard wasn't prepared and painted properly and allowed an amount for this to be re-done. Mr D has said he's happy to cover this with the cash settlement he would get based on his other quotes for redecoration. So I'm not going to ask Great Lakes to pay anything further for this.

There are some other additional costs, which I think Great Lakes should cover. Mr D has said he'll have to pay an extra £40 to have radiators removed and refitted. There are five of these, and £40 seems reasonable, so I think Great Lakes should cover this cost. He will also have to pay for the kitchen floor to be steam cleaned, which he estimates at £40 and I can see Great Lakes had already agreed to cover this cost.

The other issue is the amount Mr D spent on a decorator in an attempt to address some of the problems. He's told me they were unsuccessful, as they tried sanding down walls and stripping down woodwork, but this didn't really achieve what was required. It's a shame they attempted things without perhaps thinking through the difficulties. And I think it would be unfair for Great Lakes to cover all these costs. But – I think it was a genuine attempt by Mr D to put things right, which was only necessary because Great Lakes' contractor did such a poor job. So I think Great Lakes should pay 50% of this cost. And this also reflects the fact Mr D had to pay a plumber to sort issues out with his heating and hot water as a result of Great Lakes' contractor not doing things properly. The amount was £945.88 so I think Great Lakes should pay £473 towards this.

I also think this whole episode, with the original problems with the contractors, the poor workmanship and ongoing battle Mr D has had to get things put right, including the inconvenience of not being able to get his home back in a state where he can use it properly, has caused him a significant amount of inconvenience. This is down to the poor performance of Great Lakes' agents, so I think it should compensate Mr D for this. Based on the length of time and other similar cases we've looked at, I think a fair and reasonable amount is £500.

In summary, I think the fair and reasonable outcome to Mr D's complaint is for Great Lakes to pay Mr D the following amounts to cover the cost of poor workmanship by its contractors:

- £1,510 to skim the walls that need repainting;
- £3,750 to repaint the walls repainted by Great Lakes' contractor;
- £1,750 to re-plaster and repaint the walls re-plastered and painted by Great Lakes' contractor. And to re-paint the woodwork in these areas;
- £450 to prepare and repaint the other woodwork repainted by Great Lakes' contractor;
- £1,335 to replace the floor in bedroom one;
- £447 to replace the skirting board in bedroom one;
- £200 to remove and refit radiators;
- £40 for steam cleaning the kitchen floor; and
- £473 to cover the cost of the attempted rectification work; Total =
£9,955

I appreciate this is a lot more than the work should have cost originally, but it does sometimes cost more to put poor decorating right, as it involves more preparation, as well as re-doing everything.

my provisional decision

For the reasons set out above I've provisionally decided to uphold this complaint and make Great Lakes Insurance SE pay Mr D £9,995 for rectification work. I've also provisionally decided to award £500 in compensation for distress and inconvenience.

Robert Short
ombudsman