

complaint

Ms M complains about the quality of repairs carried out under her home insurance policy provided by HDI Global Speciality SE (HDI).

background

Ms M holds a home insurance policy provided by HDI. A leak in the bathroom caused damage to the house. She claimed on her policy and HDI's agents arranged for repairs to be carried out by its authorised repairers.

Ms M was unhappy about how long it took to complete the repairs and the quality of them. She also said the authorised repairers had damaged her property.

HDI recognised there had been a delay in the repairs starting. It also arranged to inspect Ms M's house again. It concluded there was evidence some of the repairs hadn't been carried out to an appropriate standard. But it said there was insufficient evidence to support Ms M's view that other repairs had been poor. It also said it didn't think there was sufficient evidence the authorised repairers had caused the damage claimed by Ms M.

HDI paid Ms M a total of £400 as compensation for the delays and poor quality of the works. It had offered £450 but paid £50 less in error. It also said if the cost of rectifying those works was more than it had estimated, it'd pay her the difference.

Ms M remained dissatisfied and brought her complaint to this service. Our investigator thought HDI had recognised where there was evidence of poor quality repairs. And there wasn't sufficient evidence of the other poor quality work alleged by Ms M or that the damage had been caused by HDI's authorised repairers. But she thought HDI should pay an additional £100 compensation to recognise the impact of its delays and poor service.

HDI accepted this, but Ms M didn't. She said the cost of putting things right would be much more than this. And she said she'd proven the repairs were poor and the damage had been caused by the authorised repairers. She's asked for an ombudsman's decision.

my provisional decision

In my provisional decision, I said:

HDI has already said there was an unnecessary delay to the works starting. And its compensation amount took this into account. I can see there was a period of over 5 months from the first inspection of the property to the works being started. I know that some of this delay was because of Ms M's personal circumstances.

Ms M says the works themselves took too long. She points to occasions when the authorised repairers didn't attend and said paint needed several days to dry. But I think it's unavoidable that renovating parts of the ceiling in two rooms and redecorating will take time and cause inconvenience. I appreciate this would've been frustrating for Ms M, especially after the delays in the works starting. I think the time taken to put this right was reasonable.

HDI has also recognised that works to light fittings and some of the coving were poor. But its compensation to Ms M included costs to fix these problems. And it's said if the costs exceed the amounts it paid, it'll reimburse her the additional costs. I don't think it needs to do

anything further in respect of these issues. It's recognised the quality of that work was inadequate and has taken action to put things right.

Ms M wasn't happy with joins between lengths of coving. This was inspected by HDI's agent after the repairs were completed. They took the view that the joins were acceptable. The photos I've seen do show a join between the lengths. But I think this is always going to happen when two lengths are placed next to each other. Based on the evidence available to me, I'm not persuaded the joins are too big.

Ms M also says the authorised repairers painted over a large crack in the ceiling. I've seen photos and video of this. HDI has said the crack wasn't present when its surveyor visited Ms M's house after the work had been carried out. But the evidence of the videos is persuasive. It isn't disputed that the crack is in the same area that the repairs were done and so it would seem to be linked to the repairs. I know the repairer says the crack is the result of thermal movement but given that it's accepted the quality of some of the work done to the ceiling in terms of the fitting of the lights was poor quality, I think it's fair to say that the crack is more likely than not to be the result of poor quality work by the repairer. So HDI should take steps to rectify this. I know Ms M is unwilling to allow the previous repairer to return to her house. I think this is understandable in the circumstances. So to resolve this, HDI should appoint another repairer with Ms M's agreement, or if Ms M prefers, make a cash settlement to her to fix this.

Ms M said the quality of the painting done was poor. And that paint marks had been left on the floors and stairs. I can't say the photos Ms M's provided prove this. I can't place them in context to show what the original condition of the areas was before the repairs were carried out, or when they were taken. Ms M also recorded videos of the property after she'd repainted. So they can't show the condition of the property after the authorised repairers had left. I can see she told HDI's agent about paint marks which were on skirting boards before she repainted. She didn't say it was on the floor or stairs. I don't think HDI had the chance to inspect the quality of the work she's now complaining about. The photos taken by HDI's inspection agent do show paint marks to the floor and stairs. But as Ms M had repainted by then I can't rule out that the marks were as a result of that. Ms M's told me she spoke to HDI before she started repainting. But I've reviewed the contact HDI has recorded with Ms M and can't see she said she was going to repaint, just that she'd already done it. HDI said its position was prejudiced as it couldn't check the original work – I accept this.

Ms M was also unhappy the areas behind radiators weren't painted. But HDI said this wasn't included in the schedule of work to be done. While Ms M wasn't told this work wouldn't be done initially, I've seen nothing to show she was led to believe it would be. But she only raised it as an issue after the works had been completed. She was in contact with HDI's agents while the painting was being done about whether woodwork would be covered. So I think she could have raised it with the agents then. HDI said if she can provide evidence that she's previously had radiators removed and refitted when the room was decorated, it'll consider these costs. I think this is a reasonable position.

I don't think it's possible to say whether the authorised repairers caused the damage to the floor Ms M has complained about. I've looked at the photos and accept what HDI have argued that discolouration and some of the marks on the floor were caused by foot traffic over time and exposure to sunlight.

Ms M says that other damage was caused by the repairers. The repairers deny moving a sofa, damaging one of its legs. But Ms M's told us the sofa was under the crack which was

repaired. So it seems reasonable that it would have needed to be moved by the repairers. She's also said they didn't move the sofa back when the works were complete, and the damage was discovered when moving it. So it seems likely the damage was caused either when the repairers moved the sofa. Or it was caused when Ms M moved the sofa back. But it's reasonable to have expected the repairers to move the sofa back. So either way, I think it's fair to say the repairers should be considered responsible for the damage. As the repairer was acting on its behalf, HDI should cover the costs of repairing the sofa.

Ms M also says the repairers caused damage to a bathtub when they used it to mix plaster. The repairers deny causing the damage or using the bathtub at all. They suggest Ms M cleans her dog in the bathtub and that this has caused the damage. When I put this to Ms M, she said this isn't right, and gave evidence which I accept. I've not seen any evidence, such as photos from the time of the repairs being carried out, that the builders were using the bathtub to mix plaster. And Ms M didn't tell HDI the bathtub had been damaged for over a month after the repairs were completed. In that time she'd told HDI about many other aspects of the repairs she was unhappy with, including other damage she said had been caused. On balance, I can't be satisfied it's more likely than not that damage to the bathtub has been caused by the repairers or that HDI should be liable for this.

Ms M has also complained about damage caused to the exterior of the house, which she says was caused by the repairers. The repairers deny this. When HDI's assessor attended the address it was noted that the damage was a chip in the render which was dark in colour. The repairers say this is evidence it was an existing chip which had darkened over time. I haven't seen anything to confirm that the damage wasn't present before the repairers attended. But if Ms M can provide such evidence, it should be submitted to HDI for it to consider. I don't think I can say it's more likely than not the damage was caused by the repairers.

I think the length of time taken to start the work was excessive. And Ms M will have to make arrangements for additional work to be done. She's been inconvenienced due to poor service from HDI and its agents. I don't think the compensation paid to date is sufficient. HDI should pay £300 further compensation. This is made up of the outstanding £50 it should've paid previously and an extra award I'm making of £250 to Ms M. This is in addition to the £400 it's already paid. The compensation is to recognise the impact of the delays, that some of the work wasn't carried out to the necessary standard and the repairers were liable for the damage to the sofa.

the response to my provisional decision

Ms M and HDI both responded to the provisional decision. HDI accepted the findings and gave estimated costs for the repair to the ceiling and sofa.

Ms M said she'd accept HDI appointing a contractor to make the repairs to the ceiling, but didn't want the original repairers to do this. She also wanted to clarify whether the sofa repair would be carried out by a qualified contractor. She asked how HDI intended to replace the bathtub.

Ms M disputed my provisional decision not to provide cover for the damage to the flooring. She said she believed a lot of the damage was caused by them not properly protecting the floor when work was being done to the ceiling. She said that when she employed a decorator previously they'd removed radiators and painted behind them. She also said a piece of coving needed to be replaced, as a top layer hadn't been applied.

Finally, Ms M said she hadn't cashed the cheque for £400 that she'd been sent by HDI's agents and so asked for this to be reissued.

my findings

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

I note the points raised by Ms M about additional things she thinks should be repaired by HDI but haven't seen any additional evidence to suggest I should change my decision about the additional damage I think they should be liable for. I note in particular her comments regarding the coving. HDI said from the outset that elements of the coving should be replaced, and the £400 it had previously said it would pay included the costs for that.

I've also noted Ms M's comments regarding her bathtub. For the sake of clarity, I'll repeat that I don't think HDI should be liable for the bathtub and I'm not asking it to do anything about this.

I understand Ms M's reluctance to allow the previous repairers to return to her home. It's clear from the correspondence between her and HDI that the relationship with the repairers has broken down. So I don't think it would be sensible for HDI to appoint the same repairers to carry out the further work.

HDI's previous £400 payment in was in part for the costs of work it accepted needed rectifying, but it also said it'd look at additional costs if the repairs cost more than this. I'd suggest a similar approach could be taken here. This would mean that HDI makes a cash settlement to Ms M for the ceiling and sofa repairs, based on its estimates but agrees to cover additional costs if the repairs cost more than it estimated. This would mean Ms M would be able to appoint her own contractors.

HDI should also reissue its original £400 payment to Ms M. This amount was compensation for the delays and poor service and an estimate of the further repairs it had said it would cover.

my final decision

It's my final decision to uphold the complaint in part. To put things right, HDI Global Specialty SE should:

- Cover a further repair to the ceiling under this claim.
- Cover the cost of repairing the sofa.
- Pay an additional £300 compensation, making £700 payable in total, to Ms M in recognition of the delays to the repairs, poor quality of work and damage caused.

HDI must pay the compensation within 28 days from when we tell it Ms M accepts my final decision. If it pays later than this it must also pay interest at 8% simple a year on the compensation from the date of my final decision to the date of payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 3 March 2020

Ben Williams
ombudsman