

complaint

Mr and Mrs D's complaint is about a claim they made on their home insurance policy. They are unhappy about what the insurer has done to repair their home and the service they have received. The policy is underwritten by Elite Insurance Company Limited, so it is responsible for any claim decisions and handling.

background

In December 2016 a car crashed into Mr and Mrs D's home. They contacted their insurer and it accepted the claim and instructed a structural assessment done on the property. The surveyor said that some temporary support was needed and the front door and garage door shouldn't be used as a precaution. He was, however, satisfied that once the temporary support was in place the property was safe, habitable and secure. This report appears to have been submitted on 29 December 2016. A structural engineer had oversight of the temporary support arrangements to ensure they were adequate.

Mr and Mrs D had moved out of the property while it was assessed. Elite confirmed that it would consider reimbursing any costs they incurred when outside their home up to the point the property was declared safe. The costs submitted by Mr and Mrs D were agreed on 20 January 2017 and paid shortly thereafter

By the beginning of February the scope for the works that were needed to repair Mr and Mrs D's home had been drawn-up and it had been approved by the insurer. It was determined that there would need to be a partial rebuild of the front wall of the house, replacement of the garage door and frame, repairs to the staircase and hall flooring and redecoration in various rooms. Mr and Mrs D were told a couple of weeks later that they would need to move out during the repairs and alternative accommodation would be paid for.

Mr and Mrs D weren't happy with the scope of works as they were concerned about the floors – they'd become very squeaky, which they weren't before the accident. The surveyor attended the property again and decided that when the contractor went in to start the repairs, it should arrange for the upstairs floors to be lifted and inspected. This took the claim to the middle of March 2017.

Mr and Mrs D remained unhappy about their floors and a complaint was registered. A response to that complaint was issued in May 2017 and confirmed that the surveyor's recommendation for a further inspection of the floors would be undertaken when the contractor started the repairs.

Unfortunately the repairs weren't able to start at that point as it was discovered that the contractor couldn't source exact matches for the blocks/stonework the outside skin of the house was made of. The insurer's immediate response to this was to find a reasonable match and have the finish changed by a specialist company so a fully match was achieved. However, it took around six months for the contractor to get agreement from Mr and Mrs D to reuse some of the existing blocks and accept the match for new ones. This agreement was reached in the second half of November 2017.

It was again confirmed that Mr and Mrs D and their family would need to move out of the property for the duration of the repairs. This was expected to be around four weeks. Elite paid them just under £1,000 for the cost of alternative accommodation. It appears, however, that they chose to remain in the property for some of the repair period.

Elite's file indicates that Mr and Mrs D asked that the repairs not start until after the Christmas and New Year period. An agreed date at the beginning of 2018 was set, but the repairs didn't start until almost the end of April 2018 because of the possible impact of the repairs on the health of a member of Mr and Mrs D's family. The rebuild of the front wall was finished on the first May bank holiday weekend. The surveyor attended at this point and was satisfied with the quality of the repairs.

The hall window and front door were subsequently refitted, but there were problems with the fixing points. Elite was informed of this by the contractor on 23 May 2018. It also confirmed the cost of replacing both items. It was around a month later when these works were booked with the window company.

During May and June 2018 Mr and Mrs D raised various issues regarding the condition of their home. These included problems with the rear patio doors, wanting the laminate flooring in the kitchen and lounge to be replaced (alongside that in the hall), wanting a new carpet on the stairs and landing (as it had become soiled during the repairs) and the appearance of the front wall including concerns over its symmetry with the new proposed window and door. They also asked that they be paid £20,000 as they believed that the value of their home had reduced by that much due to the accident.

Elite agreed to replace the laminate flooring in the kitchen, but not that in the lounge. This was because the kitchen and hall flooring was a continuous stretch of laminate, with no door bars or other methods of separating them. However, as the lounge was separated by door bars, it was not willing to replace that flooring. It was also concluded when the laminate was examined by the surveyor, that no damage had been caused by the impact, although it was noted that the usual restraint at the edges, in the form of beading or placement under skirting, was not present. Mr and Mrs D maintained that this needed to be done because the laminate in all three rooms matched.

The patio doors were inspected by the company who had reinstalled the front door and window and were to install the replacements. It concluded that the issue with the patio doors was due to age and that they needed adjusting. Elite said that as it was nothing to do with the accident, it wouldn't complete any repairs. In relation to the carpets, Elite confirmed that they were to be refitted and that it would arrange for them to be cleaned. Mr and Mrs D weren't happy and maintained that they wanted them replaced.

Elite confirmed that it was satisfied with the repairs to the front of the property, including the aesthetics. So it didn't propose to do anything more.

With regard to any loss in value that might have occurred because of the accident and claim, Elite explained that the policy didn't cover this type of loss. It pointed out that they had legal expenses cover and they might be able to make a claim direct to the insurer of the person who crashed into their home.

At the end of June 2018 Mr and Mrs D stopped Elite from doing any further works to their home. They raised their complaint with this service. The key points Mr and Mrs D were unhappy about when they came to us were:

- They weren't happy about the repairs to the front wall. They think the wall should have been completely knocked down rather than patch repaired. They are unhappy with the

match of the materials used and that some of the 'stones' were reused, as they don't believe this should have been done.

- The contractors caused further damage when doing the repairs and just patched it up. They don't think this is acceptable.
- Carpets weren't protected during the repairs and became damaged. They aren't satisfied with them being cleaned, they want them replaced.
- Floors are 'raised' since the accident.
- They weren't told that they could have got the works done themselves and used the legal expenses cover to claim the money back from the third party.
- They are not happy about the amount they were offered if they wanted to have the repairs done for themselves, as they believe this is significantly less than the contractors were actually paid.

We forwarded Mr and Mrs D's complaint to Elite and it responded directly to them in August 2018. It said it had paid Mr and Mrs D the amount agreed for the period of the structural repairs. However, it said if they had incurred additional costs, if they provided evidence of those costs, it would reimburse them. In relation to the laminate flooring in the kitchen and lounge the damage had occurred because the flooring wasn't fitted correctly in the first place. As such, it was not willing to make any further settlement. It said it was sorry Mr and Mrs D weren't happy with the aesthetic match of the repairs on the front of the house, but its inspections had determined the match was acceptable. Elite also confirmed that it would return and complete the internal repairs and redecoration when Mr and Mrs D would allow it access to the property.

One of our investigators considered Mr and Mrs D's complaint. He didn't recommend that the complaint be upheld.

Mr and Mrs D didn't accept these conclusions. They commissioned a structural engineer to assess the repairs done to their home. However, no report was completed on the structural stability of the repairs; the engineer simply commented that an engineer should have been involved in the repair process.

As no new evidence was provided by Mr and Mrs D the investigator didn't change his conclusions. As agreement couldn't be reached, the complaint was passed to me to consider.

On 5 September 2019 I issued my provisional decision on this complaint. In that document I set out my conclusions and reasons for reaching them. Attached is the content of that document. In summary, I found that Elite should complete further repairs to the laminate flooring, a further inspection of the upstairs floor (and any necessary repairs). I also considered it should pay Mr and Mrs D £750 compensation.

Elite accepted my provisional decision.

Mr and Mrs D didn't accept the provisional decision. They remain concerned that the property was not assessed by a structural engineer and the repairs had not been designed

and signed off by such an engineer. They remain unhappy that despite them asking Elite to have the house inspected by a structural engineer, it refused.

They believe the floors throughout the house need inspecting – they believe damage to the underlying floor (rather than the laminate) was the cause of a leak on a central heating pipe leading to a radiator. They have concerns that there might be damage to walls on the first floor behind fitted furniture. In addition they listed various issues they believe are due to the accident and have either not been repaired or inadequately repaired. Some of these items were things looked into under the claim but didn't appear to be being pursued by the time the Mr and Mrs D complained to us. Others were new issues. I wrote to Mr and Mrs D about their concerns and provided Elite with a copy of my letter. I have also attached the text of my letter, dated 23 October 2017, below.

Elite didn't provide any further comment. Mr and Mrs D said that my conclusions are not supported by any expert evidence and there is no guarantee that their home is structurally adequate. As such, they think the way forward is that an expert needs to be appointed to assess their property. They have asked that Elite be made to have a 'proper survey' completed of their home. Mr and Mrs D also disagree with some of my comments about works they believe are necessary to the property, which I will comment on further in my findings.

my findings

I have considered all the available evidence and arguments, including Mr and Mrs D's further comments, to decide what's fair and reasonable in the circumstances of this complaint.

As Mr and Mrs D have rightly said, this service assesses a case like this based on the evidence available and a significant focus is placed on expert opinion. I know that they don't accept the surveyor Elite sent to assess their home was adequately qualified to do so, but as I have already explained, I am satisfied he was. As such, I have expert opinion from a suitably qualified individual on which to place reliance. I don't consider the evidence or circumstances of the claim mean that it is necessary or would be appropriate for me to order Elite to commission a structural engineer to inspect Mr and Mrs D's home.

It is of course an option for Mr and Mrs D to arrange such an inspection, but based on the evidence I have at present, I can't require Elite to pay for it. If Mr and Mrs D were to commission a structural engineer and that engineer's findings materially changed the outcome of the claim, this service would likely expect Elite to refund the cost of the inspection and report. However, I can't in the circumstances require it to do so at the present time.

Mr and Mrs D have said they are unhappy with some of my comments about works they believe should be done as part of the claim repairs. They have highlighted the matter of the patio doors. They have now confirmed that prior to the accident they had some repairs done on the doors. That may well be the case, but the expert who assessed the doors when the problems were raised during the claim considered the issues were to do with use and age, rather than the accident. So whilst Mr and Mrs D may have had previous repairs done, the continued use may have meant some further adjustments were needed. I must rely on the expert evidence and that says the doors were not damaged by the accident, so I can't require Elite to complete any works on them.

As for the matter of potential damage to the wall behind fitted wardrobes, Mr and Mrs D asked how I have come to the conclusion that furniture shouldn't be moved to carry out an initial investigation and what expert evidence I have relied on to support my reasoning. They have said there were cracks all over the house when the accident happened and to suggest that only adjacent walls should be looked at would be incorrect without expert evidence.

Firstly, I would confirm that I didn't say that only cracks in adjacent walls should be looked at. As I explained to Mr and Mrs D the removal of fitted furniture is often a destructive process. It would not be appropriate for the insurer to cause more damage to their home without good reason. So unless there are indications in the areas surrounding the fitted furniture that there is damage behind it, for example damage to the opposite side of the same wall, we wouldn't expect the insurer to potentially destroy that fitted furniture to look behind it on the off-chance there is some damage. There needs to be evidence showing that such checks are necessary and appropriate and I haven't seen any such evidence.

I know that it will disappoint Mr and Mrs D, but having carefully considered their further submissions and all of the original evidence, I haven't changed my conclusions about the further actions Elite should complete.

my final decision

My final decision is that I uphold this complaint in part. In full and final settlement of the complaint Elite Insurance Company Limited should:

- arrange to repair/replace the laminate flooring in the hall and kitchen to provide a continuous floor as it was before the claim;
- arrange to repair/replace the laminate flooring in the lounge;
- arrange for an inspection of the upstairs floors to be undertaken and any repairs necessary to be completed; and
- pay £750 for the upset and inconvenience it's handling of the claim caused Mr and Mrs D.

I am satisfied that once the remaining repairs and decorative works are completed, Mr and Mrs D's carpets should be professionally cleaned as Elite has offered to arrange.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs D to accept or reject my decision before 5 January 2020.

Derry Baxter
Ombudsman

provisional decision	
complaint about:	Elite Insurance Company Limited
date of decision:	5 September 2019

complaint

Mr and Mrs D's complaint is about a claim they made on their home insurance policy. They are unhappy about what the insurer has done to repair their home and the service they have received. The policy is underwritten by Elite Insurance Company Limited, so it is responsible for any claim decisions and handling.

background

In December 2016 a car crashed into Mr and Mrs D's home. They contacted their insurer and it accepted the claim and instructed a structural assessment done on the property. The surveyor said that some temporary support was needed and the front door and garage door shouldn't be used as a precaution. He was, however, satisfied that once the temporary support was in place the property was safe, habitable and secure. This report appears to have been submitted on 29 December 2016. A structural engineer had oversight of the temporary support arrangements to ensure they were adequate.

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By the beginning of February the scope for the works that were needed to repair Mr and Mrs D's home had been drawn-up and it had been approved by the insurer. It was determined that there would need to be a partial rebuild of the front wall of the house, replacement of the garage door and frame, repairs to the staircase and hall flooring and redecoration in various rooms. Mr and Mrs D were told a couple of weeks later that they would need to move out during the repairs and alternative accommodation would be paid for.

Mr and Mrs D weren't happy with the scope of works as they were concerned about the floors – they'd become very squeaky, which they weren't before the accident. The surveyor attended the property again and decided that when the contractor went in to start the repairs, it should arrange for the upstairs floors to be lifted and inspected. This took the claim to the middle of March 2017.

Mr and Mrs D remained unhappy about their floors and a complaint was registered. A response to that complaint was issued in May 2017 and confirmed that the surveyor's recommendation for a further inspection of the floors would be undertaken when the contractor started the repairs.

Unfortunately the repairs weren't able to start at that point as it was discovered that the contractor couldn't source exact matches for the blocks/stonework the outside skin of the house was made of. The insurer's immediate response to this was to find a reasonable match and have the finish changed by a specialist company so a fully match was achieved. However, it took around six months for the contractor to get agreement from Mr and Mrs D to

reuse some of the existing blocks and accept the match for new ones. This agreement was reached in the second half of November 2017.

It was again confirmed that Mr and Mrs D and their family would need to move out of the property for the duration of the repairs. This was expected to be around four weeks. Elite paid them just under £1,000 for the cost of alternative accommodation. It appears, however, that they chose to remain in the property for some of the repair period.

Elite's file indicates that Mr and Mrs D asked that the repairs not start until after the Christmas and New Year period. An agreed date at the beginning of 2018 was set, but the repairs didn't start until almost the end of April 2018 because of the possible impact of the repairs on the health of a member of Mr and Mrs D's family. The rebuild of the front wall was finished on the first May bank holiday weekend. The surveyor attended at this point and was satisfied with the quality of the repairs.

The hall window and front door were subsequently refitted, but there were problems with the fixing points. Elite was informed of this by the contractor on 23 May 2018. It also confirmed the cost of replacing both items. It was around a month later when these works were booked with the window company.

During May and June 2018 Mr and Mrs D raised various issues regarding the condition of their home. These included problems with the rear patio doors, wanting the laminate flooring in the kitchen and lounge to be replaced (alongside that in the hall), wanting a new carpet on the stairs and landing (as it had become soiled during the repairs) and the appearance of the front wall including concerns over its symmetry with the new proposed window and door. They also asked that they be paid £20,000 as they believed that the value of their home had reduced by that much due to the accident.

Elite agreed to replace the laminate flooring in the kitchen, but not that in the lounge. This was because the kitchen and hall flooring was a continuous stretch of laminate, with no door bars or other methods of separating them. However, as the lounge was separated by door bars, it was not willing to replace that flooring. It was also concluded when the laminate was examined by the surveyor, that no damage had been caused by the impact, although it was noted that the usual restraint at the edges, in the form of beading or placement under skirting, was not present. Mr and Mrs D maintained that this needed to be done because the laminate in all three rooms matched.

The patio doors were inspected by the company who had reinstalled the front door and window and were to install the replacements. It concluded that the issue with the patio doors was due to age and that they needed adjusting. Elite said that as it was nothing to do with the accident, it wouldn't complete any repairs. In relation to the carpets, Elite confirmed that they were to be refitted and that it would arrange for them to be cleaned. Mr and Mrs D weren't happy and maintained that they wanted them replaced.

Elite confirmed that it was satisfied with the repairs to the front of the property, including the aesthetics. So it didn't propose to do anything more.

With regard to any loss in value that might have occurred because of the accident and claim, Elite explained that the policy didn't cover this type of loss. It pointed out that they had legal expenses cover and they might be able to make a claim direct to the insurer of the person who crashed into their home.

At the end of June 2018 Mr and Mrs D stopped Elite from doing any further works to their home. They raised their complaint with this service. The key points Mr and Mrs D were unhappy about when they came to us were:

- They weren't happy about the repairs to the front wall. They think the wall should have been completely knocked down rather than patch repaired. They are unhappy with the match of the materials used and that some of the 'stones' were reused, as they don't believe this should have been done.
- The contractors caused further damage when doing the repairs and just patched it up. They don't think this is acceptable.
- Carpets weren't protected during the repairs and became damaged. They aren't satisfied with them being cleaned, they want them replaced.
- Floors are 'raised' since the accident.
- They weren't told that they could have got the works done themselves and used the legal expenses cover to claim the money back from the third party.
- They are not happy about the amount they were offered if they wanted to have the repairs done for themselves, as they believe this is significantly less than the contractors were actually paid.

We forwarded Mr and Mrs D's complaint to Elite and it responded directly to them in August 2018. It said it had paid Mr and Mrs D the amount agreed for the period of the structural repairs. However, it said if they had incurred additional costs, if they provided evidence of those costs, it would reimburse them. In relation to the laminate flooring in the kitchen and lounge the damage had occurred because the flooring wasn't fitted correctly in the first place. As such, it was not willing to make any further settlement. It said it was sorry Mr and Mrs D weren't happy with the aesthetic match of the repairs on the front of the house, but its inspections had determined the match was acceptable. Elite also confirmed that it would return and complete the internal repairs and redecoration when Mr and Mrs D would allow it access to the property.

One of our investigators considered Mr and Mrs D's complaint. He didn't recommend that the complaint be upheld.

Mr and Mrs D didn't accept these conclusions. They commissioned a structural engineer to assess the repairs done to their home. However, no report was completed on the structural stability of the repairs; the engineer simply commented that an engineer should have been involved in the repair process.

As no new evidence was provided by Mr and Mrs D the investigator didn't change his conclusions. As agreement couldn't be reached, the complaint has been passed to me to consider.

my provisional findings

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

Mr and Mrs D have said that they are unhappy because they weren't told by Elite that they could have done the repairs themselves and used the legal cover provided by the policy to claim the money back from the third party. When an insurer is made aware of a claim, I wouldn't expect it to do something that could be seen as it trying to avoid its responsibility for that claim. Suggesting that a consumer shouldn't make a claim but rather try to pursue remediation through the courts isn't something an insurer would be expected to do nor would it be considered appropriate behaviour by this service other than in exceptional circumstances. I don't consider Mr and Mrs D's situation would fall into that category and as such, I can't find Elite at fault for simply dealing with the claim they made.

I note Mr and Mrs D are unhappy with the amount Elite offered them if they chose to arrange the repairs themselves. They believe it is less than Elite has actually paid for the repairs. Had they selected the option of taking a cash settlement and it had proved to be insufficient, that is something we could look into. However, given they chose to have Elite complete the repairs, whether the cash settlement would have been enough for them to have done so, is a hypothetical scenario. The role of this service is to consider what actually happened, not what hypothetically could have if a consumer had made a different decision. As such, I don't propose to spend any further time on this issue.

I would also confirm to Mr and Mrs D at this stage that the insurance policy doesn't provide for any diminution in value to the property due to the accident having happened and their home needing to be repaired. As such, it isn't something I would expect Elite to pay.

I will now turn to the matter of the repairs that Mr and Mrs D are unhappy about.

Mr and Mrs D think that the front of their house shouldn't have been repaired, but rather it should have been knocked down and rebuilt. They are unhappy with the aesthetic match of the materials used and don't think any of the original stones should have been reclaimed and reused.

The role of this service is to assess the evidence we have. In this case we have Elite's expert being satisfied the front wall of the property could be successfully repaired and no other expert report to contradict it. I also note the structural repairs were completed some time ago and Mr and Mrs D haven't suggested they have failed in any way. I would also comment that it is not unusual for reclaimed building supplies to be used in building projects. Given this information, I can't reasonably find that Elite was wrong to repair the front wall of Mr and Mrs D's home or to reuse some of the original stonework.

As for the aesthetics of the repair, Elite's records clearly show that identical building materials couldn't be sourced. However, it brought in a specialist to tint the new stonework to match the old. Elite's representatives believe it to be a reasonable match. Mr and Mrs D don't. In light of this I asked both parties to provide me with photographs of the exterior of the house following the structural repairs having been completed. Elite said it didn't have any photographs. Whilst Mr and Mrs D provided numerous photographs of other things they thought had been inadequately repaired or needed repair, they didn't provide any of the front of the house. As such, whilst I don't disbelieve Mr and Mrs D, I haven't seen any evidence to support their contention that the works Elite had done on to the front wall of their home were inadequate.

I now turn to the matter of the laminate floors in the kitchen and the lounge. I will firstly deal with the matter of that in the kitchen. Before the accident the laminate flooring appears to run through the hall and into the kitchen without break of interruption. It was for all intents and

purposes one floor. Elite has cut the flooring at the kitchen door and added a threshold. This is not the arrangement Mr and Mrs D had before the accident and as such, Elite has not fulfilled its obligations under the policy to place them, as far as possible, in the same position as they were in before the accident happened.

I have also considered the damage that has occurred to the flooring. Mr and Mrs D have described it as the floors squeaking and creaking and there being bounce in them. This would appear to be consistent with Elite's expert's opinion that the floors were shunted/buckled during the accident. Whilst it has said this wouldn't have happened had the floors had the usual beading around the edges, I am not convinced that is the case. The beading is there to cover the expansion gap at the edges of the floor. It is secured to the skirting boards and it doesn't secure the flooring to the underlying floor.

So if there has been some movement on the horizontal plane, that would likely still have happened whether there was beading or not. Whether beading secured to skirting would have stopped any buckling of the floors is not something I can determine. However, the simple fact is that Elite has accepted there was damage to the kitchen and lounge floors following the accident. Whether the degree of that damage would have been smaller if the flooring had been fitted in the normal manner can't be established. What matters is that there is damage, which is accepted wasn't there before the accident and so is attributable to that accident. As such, I consider Elite is responsible for replacing/repairing the laminate flooring in the kitchen and lounge. Given the flooring through the hall and kitchen was continuous, it should be replaced in the same manner.

I now move to the issue of the upstairs floor damage Mr and Mrs D have reported. They have described the floor as 'raised' on the landing and that the floor in their bedroom flexes so much when walked on, the bed shakes. When asked for clarification about what they meant by the floor being raised, a photograph was given of the threshold between the landing and a bedroom. Unfortunately, due to the presence of carpet I can't see any obvious damage to the floors.

In Elite's representative's report of May 2018 stated that it would arrange for the carpets to be lifted upstairs, the floors inspected and any repairs needed done. I asked Elite for any evidence of this inspection or repairs and it was unable to provide any. As such, I can only conclude no inspection was done before Mr and Mrs D stopped the repairs. Therefore, I will require Elite to arrange the inspection of Mr and Mrs D's first floor to determine whether there is any damage to it due to the insured incident. Any repairs necessary should be completed in line with the policy terms and conditions.

Mr and Mrs D have said the contractors caused damage to their home during the repairs. When asked for more details of what this damage was they explained that the contractor who had attended to repair the banister had broken it first and glued it back together. They provided a photograph of the end of the banister rail where it meets what appears to be the new newel post. This photograph shows a slight gap between part of the banister rail and the adjoining wood and some flaked paint, presumably caused when it was detached from the adjoining woodwork that had been replaced. Whilst I don't disbelieve Mr and Mrs D when they say new damage was caused to the banister, I can't see any damage caused by the contractor. What work appears to be needed would appear to be part of the decoration works yet to be completed.

It has been put forward that the carpets on the stairs and first floor of the house were soiled during the repairs as no protection was put in place. Elite appears to accept that is the case.

It has offered to have the carpets professionally cleaned. Mr and Mrs D have said this is not sufficient and they want the carpets replaced. I would explain that where an insurer or its representative causes damage or completes inadequate repairs, it is normal procedure for it to be allowed to attempt to redress the situation. The damage to the carpets is reported as soiling. In which case, I can't say that Elite's suggestion of having the carpets professionally cleaned is inappropriate in the circumstances.

Photographs of cracks in internal plaster and around woodwork were also recently provided by Mr and Mrs D. All of this damage is slight and internal and would be dealt with during the decorative stage of the repairs. Given these repairs have not happened because Mr and Mrs D stopped the repairs, it wouldn't be appropriate for me to criticise Elite for the damage remaining at this stage.

Mr and Mrs D have also provided photographs of the old door and window when they were reinstated into the repaired wall. They have commented on the lack of fit and how the contractors got around this. I accept this is the case. However, as both the door and the window have subsequently been replaced, there is clearly no further work needed in this respect.

This matter has clearly been going on much longer than it should, but I don't think I can hold Elite entirely responsible for that. I say this as where it caused delays, such as in trying to source suitable building materials, they were unavoidable. That said, it hasn't completed all of the investigations it said it would and it declined to repair Mr and Mrs D's flooring on the ground floor, despite it being accepted that issues had arisen during the incident that was subject of the claim. The issues have clearly caused them a lot of upset and some inconvenience, and I am minded to award them £750 in this regard.

my provisional decision

My provisional decision is that I am minded to partially uphold this complaint. If my conclusions remain the same following any further submissions from the parties, I will require Elite Insurance Company Limited to:

- arrange to repair/replace the laminate flooring in the hall and kitchen to provide a continuous floor as it was before the claim;
- arrange to repair/replace the laminate flooring in the lounge;
- arrange for an inspection of the upstairs floors to be undertaken and any repairs necessary to be completed; and
- pay £750 for the upset and inconvenience it's handling of the claim caused Mr and Mrs D.

I am satisfied that once the remaining repairs and decorative works are completed, Mr and Mrs D's carpets should be professionally cleaned as Elite has offered to arrange.

Derry Baxter
ombudsman

23 October 2019

Dear Mr and Mrs [D]

your complaint about Elite Insurance Company Limited

Thank you for your response to my provisional decision.

I would firstly explain that just because there is structural damage to a property, it does not automatically mean that a structural engineer needs to be involved in the assessment of a claim. In the majority of cases an experienced surveyor or building engineer is capable of completing the assessment and repair schedule.

You have commented that the initial assessment of the damage recommended that a structural engineer be involved. That is the case but not in relation to assessing the damage or creating the schedule of repairs. Initially the damaged area of the property needed to be supported to ensure it was safe and not in danger of collapse. It was the design for the temporary support that it was recommended an engineer be involved in and that recommendation was followed.

I haven't seen any evidence that indicates a structural engineer was needed to assess the damage or determine the repairs that were needed in this case. As such, I can't fault Elite for not employing a structural engineer in this case.

You have raised the issue of the patio doors at the rear of the property not fitting properly. You state that you believe this is due to the impact. This matter was raised some time ago with Elite and, when it had the window/door company in to measure the repaired front wall for a new window and door, they asked that it assess the patio door. The window company didn't consider that the accident had caused the problem with the patio doors. Rather the problem had been caused by use over time and the doors simply needed adjusting.

It is common that UPVC doors and windows will need some adjustment over time due to use. I am also satisfied that a company that specialises in producing, installing and repairing such doors and windows would reasonably be considered an expert in their field. As such, I accept its opinion that the problem with the patio doors was not caused by the accident and doesn't fall for Elite to repair.

In relation to the windows and doors throughout your home that you have now said don't shut with ease, this is the first mention I have seen of this issue. It doesn't appear to be something that has been raised with Elite prior to you asking it to stop repairs. As it hasn't had the opportunity to assess whether there is a problem and if that problem is linked to the accident, it wouldn't be appropriate for me to comment on this issue at the present time. If you ask it to do so, it will likely assess this issue when it returns to the property to complete the floor inspection I said it should do in my provisional decision.

You have said that the door and window that have been installed in the rebuilt wall are smaller than before. This has meant that there were gaps around the window and beneath the door that the business filled with a thick layer of putty of a different colour. You have

also said the door is broken in the middle. You've pointed to the photographs you provided in May of this year to support this.

As I pointed out in my provisional decision, when the business finished rebuilding the front wall of your property, the apertures for the window and door were of a slightly different size to those in the original wall. Elite temporarily reinstated the original door and window, with the associated additional sealant to fill the gaps. This is clearly the stage at which the photographs you have provided were taken. I say this as the boarding used to secure the property during the rebuild of the wall is clearly present in one of the photographs.

However, in May 2018 it arranged for the above mentioned window and door business to measure up for permanent replacements that fitted the new openings. Elite has said these were fitted in June 2018 before you stopped the repairs. However, if that is not the case and you prevented the fitting being done, please confirm that is the case.

You've said the garage door needs fixing as well as the roof. I have again referred back to the business' file and I note that the condition of the garage has previously been raised with it. It arranged for the surveyor to inspect the garage, including the roof. It was suggested that neighbouring properties were showing evidence of the same issues you were raising. The surveyor considered the damage was due to the initial settlement of the property, rather than the effect of the accident. As there is no expert evidence to call this finding into question, I can't conclude Elite has any liability under your insurance claim in this regard.

I note your comments regarding the wooden floors, both upstairs and down. In my provisional decision I required Elite to inspect the floor on the upper floor, so I don't intend to comment further on that issue.

As for the ground floor, you have said it is shown in the photographs you have provided that the floors have moved and the floorboards are now flush with the radiator pipes. I have re-examined the photographs you have provided and whilst they evidence the movement of the laminate flooring, they don't evidence any movement in the underlying floorboards. In addition, I would note that it would be usual for the hole in the floorboards to be only slightly larger than the diameter of the pipe going to the radiator. As for the leak that occurred on one of the pipes, the insurer appears to have repaired it without question and, given the laminate flooring had clearly moved due to the accident: that may well have been the cause of the damage, rather than any movement to the underlying floorboards.

You have said that you don't think the floor downstairs was properly inspected; that you think the floorboards should have been lifted. You are entitled to have an opinion about how the damage to your property was inspected, but that doesn't mean you are right. The surveyor and contractors are experienced in what they do and in the absence of any expert evidence to say their assessments are wrong, I won't be asking Elite to do anything more.

With regard to the potential for damage to walls that are not accessible due to fitted furniture, unless there is evidence that indicates there is damage behind the furniture, I wouldn't expect a business to undertake investigations that might cause damage to that furniture. The type of evidence that would indicate further investigations might be warranted would be significant damage on the opposite side of the wall. You have given the example that you are concerned about the gable wall in a first floor room. If the exterior of that wall were to evidence damage, which was likely to be mirrored

internally, I would expect an insurer to investigate further. However, the suspicion that there might be damage would not be sufficient reason. I haven't seen any evidence that would indicate Elite needs to carry out further investigation of areas obscured by fitted furniture.

I note your comments about the contractors telling you that the schedule of works was an open one, but then refusing to do some things you asked them so; saying that they were like it before the accident. I would explain that when repairs start on a claim like yours it isn't unusual to find additional works that need doing. An example could be when the laminate flooring was removed in the hall, damage to the floorboards could have been discovered. Whilst that wasn't the case, if it had been, then the schedule of works would have been expanded to cover the additional damage without the need to get authority from Elite. However, that doesn't mean that the contractors should have included any work you asked to be done into the schedule. Only additional works that were clearly caused by the accident would be included. At present I haven't seen any evidence of Elite refusing to add damage clearly attributable to the accident to the schedule of repairs.

It is often the case that home-owners will notice faults with their home after an incident that they believe weren't there before the incident and attribute them to the incident. However, it is not unusual for it to be established that the faults were always there, but not noticed – the incident, whatever it was, then caused the home-owner to actively look for problems and identify existing ones, rather than new ones. It would appear that was the case with the patio doors at the rear of the property - the issue caused by use and wear appeared to you as a new one.

I note that you say you have no confidence in relying on repairs directed or completed by unqualified professionals. I am sorry you feel that way, but whilst the individuals who were involved with your claim were not structural engineers, that does not mean they weren't appropriately qualified to assess the claim or complete the rebuild tasks. Indeed, having looked at the qualifications of the individual who assessed the damage to the property and drew up the schedule of works - he is a fellow of the Royal Institute of Chartered Surveyors – I can't accept that he was not qualified to assess the damage caused to your home and the repairs needed.

You have mentioned that you moved your family out of the property because of its condition and the effect it was having on both mental and physical wellbeing. In a situation where the works being done or condition of a property would have a detrimental effect on the health of those living there, we would expect an insurer to pay for alternative accommodation and any associated costs. Elite did this when the structural repairs were being done. However, I am not persuaded Elite should pay for the costs of you having moved your family out of the property after the structural repairs had been completed. The outstanding repairs are of a mainly decorative nature and would not render a property uninhabitable.

Whilst I have considered all of the additional issues and points you raised in response to my provisional decision, I am not persuaded to change it. There are some new issues you have mentioned, such as windows being stiff, which you can approach Elite to consider. I would suggest if you wish it to look at these matters you ask it to do so in advance of the inspection I have already said should be done being arranged so as to limit the number of visits and inconvenience to yourselves.

If you wish to make any further comment or provide any additional evidence before I reassess your complaint, please reply as soon as possible and in any event by 5 November 2019, so I can progress the complaint. If you are unable to do so, please let [*our investigator*] know.

Yours sincerely

Derry Baxter
ombudsman