

The complaint

Mr L complains about U K Insurance Limited (“UKI”) regarding repair work which was done by an agent of UKI following a leak at Mr L’s home. He wants UKI to pay for repairs to be done to the affected area.

What happened

Mr L previously had a claim with UKI for a leak at his home.

In October 2020, UKI instructed contractors to carry out works to repair the damage from that leak. For the purposes of this decision I will also refer to the contractors as UKI.

As part of the repairs, UKI removed a floating type toilet from the wall.

Some weeks later UKI reinstated this and fitted it back onto the frame within the wall. UKI then tiled and grouted the wall in front of the cistern.

Shortly after the repairs were done, Mr L reported a strange noise coming from the toilet cistern. UKI attended and advised that the noise was the cistern refilling.

In October 2021, Mr L contacted UKI again. He noted that the tiles in front of the cistern were becoming loose.

Mr L complained to UKI. UKI did not consider that this was a result of the repair and thought this was wear and tear.

Mr L complained to us.

Our investigator has looked into this matter. During that time Mr L has provided a report from a contractor stating that the toilet was not properly reinstalled and that it has begun to move when in use. This has caused damage to the tiles on the wall and to the plumbing, causing water damage to the ceiling below. Our investigator recommended that UKI carry out repairs or pay for Mr L’s own contractor to carry out repairs.

UKI has not accepted that recommendation and asked for an ombudsman decision.

What I’ve decided – and why

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

It is not entirely clear why UKI has requested a decision. It indicated that its contractors did not fit a new toilet frame but removed and refitted an old one.

The evidence available suggests that the toilet frame and pan were removed and then reinstated. Mr L reports that the toilet began to make noises soon after it was repaired, and the report provided by his contractor suggests that it was not refitted securely enough to stop movement on the frame. This has had the effect of putting pressure on the tiled wall which

has now become loose.

No evidence has been provided to contradict that report and so I am satisfied that the toilet was not correctly reinstated by UKI. This repair was the responsibility of UKI, and it should have been carried out with reasonable care and skill.

I do not consider that it was carried out adequately if it has begun to move on the frame within 12 months of repair.

I therefore agree with my colleague that Mr L's complaint should be upheld and UKI should put matters right.

Putting things right

It appears that Mr L would prefer a cash settlement to put towards engaging his own contractors.

Our usual approach is that if the consumer requests a cash settlement then the business may cash settle for the cost that it would have incurred if it carried out the works directly.

If the business prefers to cash settle, however, then this must be for the market rate achievable by the consumer to have works put right. This would usually be the lowest of three quotes obtained by the consumer.

I consider that UKI should now send an assessor to Mr L's property to assess the repairs necessary within 21 days of this decision becoming binding. UKI should then within a further 14 days confirm to Mr L its offer of cash settlement or seek his agreement to carry out the works.

If UKI is not prepared to carry out the repairs directly, then it should invite Mr L to provide 3 quotes for repair within a further 14 days, and cash settle for the value of the lowest of those quotes.

My final decision

For the reasons given above, I uphold Mr L's complaint and direct U K Insurance Limited to:

- should send an assessor to Mr L's property to assess the repairs necessary within 21 days of this decision becoming binding;
- within a further 14 days, confirm to Mr L its offer of cash settlement, or seek his agreement to carry out the works directly.
- If UKI is not prepared to carry out the repairs directly, then it should invite Mr L to provide 3 quotes for repair within a further 14 days, and cash settle for the value of the lowest of those quotes, within 28 days of Mr L providing those quotes.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 12 October 2022.

Laura Garvin-Smith
Ombudsman