

The complaint

Mr S complained that AWP P&C SA (“AWP”) damaged his guttering whilst responding to a repair under his home emergency policy.

What happened

Mr S made a claim to AWP when he noticed a small leak in the roof of his property. AWP attended within two hours of the reported claim and fixed the leak. Unfortunately, whilst accessing the roof using a ladder, AWP’s contractor damaged Mr S’ guttering.

Mr S said every time it rained he had to leave his living room as the faulty guttering meant the rain was falling out causing a disturbing noise. Mr S was unhappy as he said AWP didn’t acknowledge it was its fault initially.

AWP said it had reached an “*impasse regarding the next steps*” in resolving the complaint. It offered to repair the damaged guttering itself or asked Mr S to provide a quote from his own contractor setting out what contribution was required for the damaged section should further work on the guttering also be required.

Mr S was unhappy the complaint took so long to resolve. He didn’t like that AWP asked for a waiver when repairing the guttering so to avoid liability if it caused further damage.

Mr S wasn’t satisfied with the options AWP presented for settling the claim, so he said he had the work carried out himself by a contractor to repair the damage. At the same time, he upgraded his guttering, including having new fascias fitted. He said the cost was about £1,700. He wants to be compensated a fair amount for repairing the damage and for the distress and inconvenience he’s experienced.

Our investigator decided to uphold the complaint. He thought AWP had made a reasonable offer in how to repair the damage. He didn’t think AWP had compensated Mr S for the distress and inconvenience caused by the delays in resolving the claim and for the noise caused by the damaged guttering. So, he awarded £200 compensation for this. Mr S disagreed, so the case has been referred to an ombudsman.

My provisional decision

I issued a provisional decision on this on 4 October 2022. I said:

“In making an offer, I think AWP have signalled it caused the damage, so I’m only consider whether I think it has resolved the damage to the guttering fairly as it was responsible for the contractors who carried out the work.

It is difficult to ascertain a precise timeline of events as both parties have only provided a limited amount of information in relation to the complaint. So, I will make my decision based upon what has been made available and what I think is reasonable.

I can see the damage occurred around February time and AWP issued its final response in June, so it would appear it has taken three to four months for AWP to accept liability and

provide some possible solutions. I think this is too long for what is a simple issue. AWP haven't explained any mitigating circumstances of why it took so long to provide these options. I think it could've obtained the information it needed sooner to accept liability and made Mr S an offer of settlement. Therefore, I uphold this aspect of the complaint.

I have considered whether I think the options AWP offered were reasonable. I think the options could've been better. I don't think it was fair for AWP to offer to fix the guttering but then expect Mr S to sign a waiver if it caused further damage. If it didn't think it could fix the guttering without causing damage or if the state of the guttering was beyond repair, I think it should've said so and not made the offer in the first place.

I think it was reasonable to offer an option for Mr S to get his own quote, with the caveat it wouldn't pay for any upgrades beyond rectifying the actual damage. I think AWP was fair to advise against Mr S doing the work himself for safety reasons. But I think, if Mr S really wanted to do the work himself, he could've got a quote from a contractor to allow AWP to settle the claim for damage.

However, as I think there was overall weakness with AWP's options, I uphold this complaint. Therefore, I think AWP should provide a fair settlement to Mr S to cover him for the cost of getting the damaged part of the guttering repaired.

Unfortunately, putting a fair cost on this is difficult as no quotes have been provided for this only a verbal testimony from Mr S on the overall cost he incurred in having a wider range of work than what AWP was willing to cover. Also, no pictures have been provided of what the damage is. Therefore, I can only estimate what damage was caused and what I think it would cost to have this repaired by a tradesperson.

I think a ladder is only likely to have damaged one section of guttering. Replacing one section, I don't think would take a competent tradesperson long to fix. So, to cover the cost of this work I intend for AWP to pay £100 for the labour and materials.

I need to consider what level of compensation is required for the distress and inconvenience Mr S has suffered. I said there appears to have been a delay – I think this will have caused frustration for Mr S. He said every time it rained he had to leave the room. I can understand this may have caused some stress at times of heavy rainfall, but I think this is likely low in frequency. However, I think having to arrange for a contractor to do the work will have caused Mr S unnecessary inconvenience too. So, in the round, I think for this distress and inconvenience, I intend to award £200 compensation. I think this is fair”.

Responses to my provisional decision

AWP accepted my provisional decision and didn't have anything further to add.

Mr S hasn't said whether he accepts or rejects my provisional decision. Mr S said “[AWP] did not fix my roof only caused more damage” and “had [AWG] taken the time and come to my property and view the damage before denying the damage may have helped”. He also thought AWP should know how much the repairs should cost.

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.

Given neither party has provided any new information, I see no reason to change my provisional decision.

My final decision

My final decision is I uphold this complaint. I require AWP P&C SA to pay Mr S:

- £100 to repair the damaged guttering, and
- £200* for distress and inconvenience

* AWP P&C SA must pay the compensation within 28 days of the date on which we tell it that Mr S accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 1 December 2022.

Pete Averill
Ombudsman