

The complaint

Ms O is unhappy with some of the repairs carried out by a contractor appointed for her by C.G.H.W Ltd, a firm of loss assessors, who dealt with her home insurance claim for fire damage to her home.

What happened

The circumstances of this complaint are well known to both parties. Another ombudsman previously decided on aspects of the repairs in a final decision around November 2020. Ms O didn't respond to the final decision, so it was assumed she rejected the ombudsman's findings, and the complaint was closed.

Around July 2021 Ms O contacted our service and said she'd discovered new issues with the repairs. The matter was referred to CGHW, who initially deemed Ms O's complaint to be related to the previous final decision.

Ms O referred the complaint back to our service. Our investigator considered the matter and deemed that four of the issues Ms O raised hadn't previously been considered by CGHW or our service. The four issues were:

- That the floor in front of the kitchen sink was uneven.
- The laminate flooring in the bedroom dips.
- The builders left debris from the fire at the side of the conservatory.
- The front bay window ledge is sloping.

In response CGHW said:

- No works to the floor structure or sub floor were carried out – its contractors laid the floor covering on top of the existing sub floor in the kitchen and bedroom.
- The property was cleaned prior to handover.
- The window ledge wasn't included in the scope of works agreed.

Our investigator looked at everything and recommended the complaint be upheld. They concluded CGHW should reattend the property to address the issues with the subfloor and ensure its repair was effective and lasting. They also recommended CGHW removed the debris from the side of the conservatory and review the reason for the window ledge sloping. They said that if the sloping was found to be as a result of poor workmanship or fire damage, then CGHW should arrange for the damage to be repaired.

Ms O responded and said she wanted a settlement for works to be carried out so she could arrange to get her own contractor in. And she made a further allegation that CGHW were racist.

CGHW responded and said the items Ms O complained about didn't relate to the insured loss or fall under the agreed scope of works with the contractor. It added that it shouldn't be held responsible for works which Ms O's insurer had refused as part of the claim.

The complaint was passed to me and on 25 November 2022 I provisionally set out that I intended to uphold Ms O's complaint in part. I've repeated an extract below:

"Kitchen and bedroom floors

Ms O says the scope of works clearly states the floors were to be fully removed. I've checked the scope of works but I don't agree. The works cover the lifting of tiles in the kitchen and lifting of the laminate in the bedroom. So, I can't see that any work was agreed to the sub floors by Ms O's insurer or that it formed part of the original repair schedule.

For me to conclude that the sub floor needed to be included as part of an effective and lasting repair, I'd need to be persuaded that the need to carry out the work was as a direct result of the insured damage. I haven't seen any evidence to support this, so I won't require CGHW to do anything further here.

Front bay window ledge

I've again checked the scope of works, and I can't see that the front bay window ledge was included. And given the time that's passed, it's not clear when the front bay window ledge started to slope either – as this issue has been raised some time after the repairs were signed off.

In any event, given that it didn't form part of the repairs, unless there's firm evidence to show the affected area was either part of the original scope of works or directly affected by fire damage, I can't reasonably hold CGHW responsible for any further investigations or repairs here.

Debris

On this issue, I'm minded to agree with our investigator. The evidence we have from both parties is limited to one photo each. CGHW's photo shows the conservatory area is tidy and free from debris. But Ms O's photo clearly shows strip out debris piled up against a wall.

It's difficult to see exactly where this is in location to the conservatory, but on balance, and in the absence of any further evidence I intend to uphold this aspect of Ms O's complaint and require CGHW to arrange for a contractor to remove the debris only.

Ms O has alleged that CGHW are racist, but she's not provided any examples for me to consider further. This is a serious allegation, but I've not seen any evidence to support it, or to put to CGHW or its contractors. So as things stand, I don't intend to take this any further."

Developments

Ms O responded and said she disagreed with my decision. Ms O added that she'd responded to the previous ombudsman's decision and rejected it. And she said CGHW were dishonest.

CGHW responded and said in summary:

- Ms O appointed the contractor.
- Any issues with workmanship could have been addressed at the handover meeting.
- Ms O signed a note to say she was satisfied with the repairs.
- It questioned why these issues were being raised now, as opposed to being included in Ms O's original complaint.
- Any complaint should be addressed to the contractor and not CGHW.

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.

Having done so, I've not seen any material new evidence to change my mind about what I concluded previously. I'll explain why below.

In response to Ms O, I acknowledge the evidence provided which shows she rejected the previous ombudsman's findings. In any event the decision was recorded as rejected and not legally binding on either party, so she was free to pursue the matter through other avenues.

In response to CGHW:

- In terms of the jurisdiction of this complaint and who it should be addressed to, our service considers that the relevant regulated activity here is "*assisting in the administration and performance of a contract of insurance*." This means that any work CGHW did for Ms O in connection with the insurance claim whilst it was in the process of being considered and settled by the insurer is covered by this activity.
- CGHW has confirmed the insurer settled the claim after the repair work was completed. So, on balance, I find it likely that any issue with the debris stemmed from before this time and is therefore within our service's jurisdiction. I say this because the contractors arranged by CGHW would've needed to strip out the property before repairs began. And I see the removal of the debris as being the continuation and completion of this part of the repair. I've not seen any firm evidence to refute this point, so I maintain that CGHW should arrange for the debris to be removed.
- I've considered CGHW's point about why the issues are being raised now for works that were essentially completed around December 2018. I've not upheld any other aspect of the repairs and I've not seen any further evidence on this point, so having reconsidered everything I've reached the same conclusions as set out in my provisional decision, and for the same reasons.

I therefore uphold Ms O's complaint in part.

My final decision

My final decision is that I uphold this complaint in part and require C.G.H.W. Ltd to put things right by arranging for a contractor to remove any remaining strip out debris at Ms O's property only.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O to accept or reject my decision before 12 January 2023.

Dan Prevett
Ombudsman