

## **The complaint**

Mrs J has complained about Harris Balcombe LLP. She isn't happy with her appointed loss assessor after a fire at her property.

For ease of reading any reference to Harris Balcombe includes its agents.

## **What happened**

Mrs J made a claim under her building insurance policy after a fire at her property. However, the claim was dealt with by her appointed loss assessor – Harris Balcombe. But she wasn't happy about the way the claim was dealt with. So, she complained to Harris Balcombe and then this Service about a number of things including the quality of repairs; replacement items installed; damage to a settee; that she didn't receive guarantees/ certificates and information about the completed works. And Mrs J complained about the way it handled her concerns generally and the solutions it offered.

Mrs J wants Harris Balcombe to provide a cash settlement to allow her to appoint her own workmen and contractors to rectify the outstanding issues. And she says she has been distressed and inconvenienced as a result of Harris Balcombe's actions.

Our investigator looked into things for Mrs J and partly upheld her complaint. She thought that Harris Balcombe should undertake a number of further steps to put things right for Mrs J including arranging for the manufacturer to review possible damage to her front door, to inspect her windows (which it replaced) and rectify any issues, to rectify or replace kitchen units as they haven't been repaired to a reasonable standard, to repair or replace a settee that was damaged while in storage, to provide a breakdown of the works undertaken, and to pay Mrs J £200 compensation for not looking into her concerns about the quality of its repairs and the errors made.

Harris Balcombe accepted the position outlined but Mrs J didn't and asked for an Ombudsman's 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.

I have a fair degree of sympathy for Mrs J and I can understand why she wants another company to undertake any further work or to get a cash-in-lieu settlement. But generally, this Service takes the approach that it is only fair and reasonable for the company that undertook the work to be given the opportunity to put things right in the first instance, so I think this seems a fair way forward in this case.

I've considered Mrs J's representations and those of Harris Balcombe in forming my view. It is important to point out that I've read and taken into account all of the information provided by both parties, in reaching my decision. However, I may not reflect something that's been said in this decision and it's not because I didn't see it, it's because I didn't deem it relevant

to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless it's relevant to the crux of the complaint.

Mrs J has outlined her replacement front door is chipped, dented, and the frame is damaged. And that there are other issues, and she feels the quality isn't to the standard she had before. Mrs J has highlighted that the door doesn't close properly, and the doorframe and doorsill need refitting. But Harris Balcombe maintain Mrs J agreed the quality of the front door that was fitted and have provided photos showing the door wasn't damaged after fitting in any way. It suggests a contractor employed by Mrs J in relation to her flooring may have caused the damage. However, it has agreed, as a gesture of good will, for the door manufacturer to reattend and see if they can rectify the issues identified. And Harris Balcombe will look to consider changing door furnishings in line with Mrs J's request within reason.

Given this, I think Harris Balcombe have acted fairly here in suggesting a reasonable solution to the difficulties Mrs J has faced with her front door. I agree with our investigator that I haven't seen any evidence that the door isn't of a reasonable standard and so I think this is a fair resolution.

Mrs J has also raised questions about the garage door as she doesn't feel it is of the same quality as the door she had before the fire. While Harris Balcombe have said that the replacement door was agreed by Mrs J before it was ordered. Similar to the front door, I've not been provided with any independent evidence to support Mrs J's position here so I can't say Harris Balcombe has acted unreasonably here.

I note Mrs J has also questioned the quality of her replacement windows, questioning the silicone and the windowsills. Harris Balcombe has said it didn't replace the silicone around the frames in one of the bedrooms, but the schedule of works makes clear what windows were replaced. Our investigator suggested that Harris Balcombe should inspect the windows it replaced and rectify any issues identified. I think this feels fair and obviously it wouldn't be fair to ask Harris Balcombe to replace windows it didn't work on and wasn't responsible for.

Turning to the damage to Mrs J's kitchen it would appear, despite some rectification work by Harris Balcombe's agent, that some damage remains. I know Mrs J would like a full new kitchen, but I think it would be fair, and in line with our general approach, for Harris Balcombe to look to ensure things are put right first.

So, I agree it would be fair for Harris Balcombe to carry out further rectification work to rectify the damage outlined. If for any reason that isn't possible then it seems fair for Mrs J to get replacement units.

In relation to the damage sustained to Mrs J's settee while it was in storage. Harris Balcombe has agreed to look at the damage with an eye on repairing the damage caused and if for any reason this isn't successful it should provide a like for like replacement. Again, I think this feels fair.

I understand that Mrs J hasn't been provided with the relevant certificates and guarantees for all of the work undertaken in relation to the electrics, alarm, windows, front door, garage door and her boiler. Harris Balcombe have said these have already been provided but it is only fair for it to resend these for completeness. And it is only fair for Mrs J to gain a breakdown of the work undertaken to date so I agree that Harris Balcombe should provide a breakdown of the schedule of works as well.

I know Mrs J isn't happy about allowing Harris Balcombe to look to rectify any problems she has faced as she feels a fresh contractor of her own choice should be used. Mrs J highlights she was given assurances all the work was completed before she returned to the property and that she had to bring her complaint about all of this to this Service. While I can understand her position and why she has lost faith, but I think it's only fair, and in line with this Service's general approach, that Harris Balcombe should be allowed to rectify the issues identified above. Indeed, I note it has agreed to undertake work and further investigation in relation to issues that it doesn't feel it is responsible for, so I think it has acted fairly in trying to put things right now, even if there were failings before.

Finally, I agree Harris Balcombe could've handled Mrs J's claim and concerns better, especially after the second repairing agent attended. And so, I agree that it should pay £200 compensation for the clear trouble and upset caused here.

Given all of this, and Harris Balcombe's agreement to undertake the additional work and checks, I think this is a fair and reasonable way to advance Mrs J's complaint. And that she should be paid £200 compensation.

### **My final decision**

It follows, for the reasons given above, that I'm upholding this complaint. I require Harris Balcombe LLP to

- Carry out further rectification work to the damaged kitchen and if for any reason this isn't possible to replace any units on a like for like basis;
- Inspect the windows that it did replace and rectify any issues identified;
- Get the front door manufacturer to reattend and see if they can rectify the issues identified and look to change the door furnishings as a gesture of goodwill;
- Look to repair the damage caused to Mrs J's settee and look to replace it if this isn't possible;
- Provide Mrs J with copies of all relevant guarantees and certificates for all work undertaken;
- Provide a full breakdown of the schedule of works; and
- Pay £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 12 December 2023.

Colin Keegan  
**Ombudsman**