

## **The complaint**

Mrs H and Mr H complain about Rentokil Insurance Limited (RIL) and the length of time their claim has taken to progress. They also complain about the standard of the repairs that have been completed.

Mr H has acted as the main representative during the complaint process and so, for ease of reference, I will refer to any comments made or actions taken by either Mrs H or Mr H as “Mr H” throughout the decision.

## **What happened**

Mrs H and Mr H held an insurance policy with RIL, designed to provide protection to the timbers of their property as well as damage caused by damp and wall tie corrosion. In January 2021, Mr H made a claim on this policy for rising damp.

Due to COVID-19 restrictions at the time, there were unavoidable delays in RIL attending Mrs H and Mr H’s property to inspect the damage. This inspection was eventually completed in July 2021, and the repair work following this inspection took place in September.

But Mr H was unhappy with the quality of the repair work completed in September. RIL agreed to revisit the property to assess the repair work, and they agreed the work needed to be redone. But due to the availability of the necessary contractors, RIL were unable to arrange this repair work to be completed until after Christmas. So, to recognise this delay, RIL agreed to cover the costs of temporary decorations, and the refitting of appliances, to allow Mrs H and Mr H to enjoy the property over the Christmas period. And the new repairs were organised for January 2022.

Mr H contacted RIL in January to confirm they were unable to proceed with the works in January 2022, due to a personal situation which saw them needing to be away from home. So, the repairs were arranged for, and completed in, February 2022. But Mr H was unhappy with the standard of the repairs again and so, he raised a complaint.

Mr H complained about the length of time it had taken for RIL to complete the repairs. He explained he’d been unable to eat in the property as it was unhygienic to do so and because of this, he wanted RIL to reimburse him for £7,000 worth of expenses he’d amassed eating out. Mr H also wanted to be compensated for the length of time he and Mrs H were left without heating and electric when the appliances such as the thermostat had been removed. Mr H was also unhappy with the quality of the second repair, including the refitting of the joinery and RIL’s refusal to replace the door frame even though he felt this had been promised initially. Mr H was also unhappy with the damage he felt was left to his stone floor. So, Mr H wanted RIL to agree to complete the rectification work he felt was needed and to pay for a deep clean and full redecoration of the room.

RIL responded to the complaint and upheld it in part. They agreed the claim had taken longer than they would’ve liked to complete. And they accepted this was in part due to the failed first repair. So, they offered Mrs H and Mr H £500 to recognise the upset and inconvenience this would’ve caused. But RIL thought they’d mitigated this upset by agreeing

to temporary decorations and refitting of appliances, costing £828.60, despite Mr H's policy not covering these. And they thought the standard of the second repairs in February 2022 were satisfactory and so, they didn't think the joinery and door frames need to be refitted. But they did agree to consider reimbursing Mr H for any costs incurred refitting the coving. To date, no invoice has been received. Mr H remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and didn't uphold it. She thought the offer of £500 compensation plus the agreement to reimburse Mr H's the costs incurred to refit the coving was a fair one, when considered alongside the decoration and refitting costs RIL had already incurred. She explained as Mr H had confirmed the kitchen was accessible and so, able to be used, she didn't think RIL should reimburse Mr H's expenses. And she was satisfied the caulking used on the joinery was reasonable, as it was common practice to do. So, she didn't think RIL needed to offer anything more.

Mr H didn't agree, providing detailed comments explaining why. This includes, and is not limited to, Mr H's instance that RIL had agreed to replace the door frame and so, he felt this should be honoured. Mr H also reiterated his unhappiness that he had no light switches in the kitchen and dining room from September to mid-December. And he had no heating in the whole house during this time as there was no working thermostat. Mr H also reaffirmed his unhappiness with the quality of the work, and the damage to his stone floor. So, he maintained his view that RIL should increase their offer of compensation and reimburse him for his expenses, as well as returning to rectify the work completed in February 2022.

Our investigator considered Mr H's comments, but their view remained the same. And they provided a more detailed explanation of how they reached this. Mr H remained unhappy, again reiterating his belief the compensation should be increased. As Mr H remained unhappy, the complaint has been passed to me for a 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.

Having done so, I think the actions RIL have already taken, alongside their offer of compensation, is fair resolution to Mrs H and Mr H's complaint. And I'll explain why.

First, I want to recognise the impact this complaint has had on Mrs H and Mr H. It's not in dispute that, due to COVID-19 restrictions and their impact, an inspection took six months to arrange. While RIL couldn't help this situation, I can understand the frustration this would've caused Mrs H and Mr H. So, when the inspection had taken place and the repair work had been agreed and booked in, I can understand why Mrs H and Mr H would expect the repairs completed efficiently, and to a satisfactory standard.

It's not disputed by RIL that this wasn't the case. And this led to a delay in the works being completed satisfactorily, as a new contractor was sought which took time to arrange. As this isn't in dispute, I don't intend to discuss it in detail. Instead, I've focused on what I think RIL should do to put things right to adequately compensate Mrs H and Mr H for the upset and inconvenience this caused. I've done this in the section below.

But I'm aware Mrs H and Mr H still remain unhappy with the quality of the repair work, after the second repairs were completed. Specifically, Mr H is unhappy that the door frame wasn't replaced, that the joinery was finished using caulk and he was unhappy with the work completed on the coving. It's important to note it's not my role to re-underwrite the claim, as I don't have the expertise to do so. Instead, I've thought about the actions RIL have taken

regarding the above and thought about whether they acted fairly. And I think they have.

I can see upon Mr H querying the quality of the work, RIL arranged for a qualified surveyor to inspect the work, as well as the images Mr H provided. And having done so, they were satisfied the work was of a satisfactory quality.

While I appreciate Mr H doesn't agree, I can't see evidence to show Mr H has obtained a report from a specialist to support his view. So, without this, I don't think it's unreasonable of me to rely upon the opinion of the qualified surveyor on this occasion.

It's accepted by RIL that they agreed to replace the door frame before the works began, but they've stipulated this would only be if it was necessary. And I can see this surveyor confirmed that a replacement door frame wasn't required. I wasn't present at the time this original conversation was held, so I can't say for certain what was agreed. But I wouldn't expect RIL to replace a door frame if it wasn't required. Nor could I direct them to do so, as it would leave Mrs H and Mr H in a position of betterment with a newer door frame, something the policy itself isn't intended to do. So, I don't think I can say RIL have acted unfairly when not replacing the door frame on this occasion.

RIL has also explained that it's standard industry practice to use caulk where needed when fitting the joinery if there are any gaps. From the photo's I've seen, I think this is what RIL have done. The surveyor working for RIL has also confirmed that they were unaware of any damage to the stone floor and in the photo I've seen, I'm unable to see any damage that would suggest to me the surveyor, and so RIL, were unfair when taking this stance. So, while I do appreciate Mr H's frustrations and I don't in any way intend to disregard Mr H's unhappiness with the work, I don't think I'm able to say RIL have acted unfairly when deciding the work was completed satisfactorily to the standard's they'd expect.

But I am glad to see RIL have agreed to reimburse Mr H the costs of the work he wanted done to the coving. To date, this hasn't been provided. If Mrs H and Mr H have paid for this work, they are able to provide an invoice to RIL for them to consider. From reading the documentation, I believe Mr H and Mrs H may have completed this work themselves. If this is the case, I think Mr H and Mrs H should be able to claim for the costs of the materials, if they have the receipts to validate this. But it would be up to RIL and Mr H to discuss directly whether RIL wish to make a payment for the time the work took.

### **Putting things right**

I've then turned to what I think RIL should do to put things right, regarding the errors they've made. It's been accepted that the work carried out in September wasn't up to standard. And so, this meant Mrs H and Mr H had to wait an extended period of time for the second set of works to be completed. And I think this would've been frustrating and inconvenient, and compensation should be provided to acknowledge this. RIL have offered to pay Mr H and Mrs H £500 but they don't think this is enough. So, I've thought about whether I think the offer is a fair one.

I recognise Mr H doesn't think the £500 takes into account the time between September – December 2021, where he was left without lights in the kitchen and dining room as the sockets had been removed. And he's said he was without heating to the whole home during this time, as the thermostat had also been removed.

But I can see in the works authority form Mr H signed in August 2021, for the works to go ahead, he accepted that he would be expected to *"remove and subsequently refit any sockets, radiators and pipework from the walls schedule for treatment"*. And in the terms of the policy Mrs H and Mr H held, it explains that RIL *"will not cover removal or replacement of*

*fixtures, fittings, furniture and furnishings”.*

So, while I understand Mr H was unhappy with the initial works carried out, I think it was Mr H's responsibility to refix the sockets, radiators, and thermostat. And I think he could've done this sooner than when they actual were refitted by RIL as a gesture of good will. So, I've taken this fact into account when thinking about what RIL should do.

I also recognise that in a call to our service, Mr H confirmed to our investigator that the kitchen itself was accessible and able to be used. And that Mrs H and Mr H chose not to use it during this time, as it was unhygienic due to the amount of dust created by the initial works. But again, in the notes included as part of the works authority that Mr H signed, I can see RIL made it reasonably clear that dust would be present due to the works. And the notes state that *“we regret that we can take no responsibility for cleaning or for any damage caused by dust”*.

So, I don't think it would be fair for me to say RIL should cover the costs Mrs H and Mr H incurred eating out during this time, as I think it was their responsibility to clean the affected area. While I do understand the works weren't completed to the satisfactory standard, I've seen nothing to show me the repair works made the room inhabitable, or unable to be used at all.

I've also taken into consideration the fact that RIL acknowledged there had been delays in rearranging the work, and they agreed to cover the costs of temporary decorations and the refitting of radiators and sockets, to the cost of £828.60, to allow Mrs H and Mr H to use the room over the Christmas period. This is work that wasn't covered under the policy Mrs H and Mr H held and so, I think this shows RIL taking reasonable steps to recognise and alleviate the inconvenience Mrs H and Mr H were suffering.

So, having considered all of the above, I think the £500 RIL have offered to pay Mrs H and Mr H, plus their agreement to consider reimbursement of any work undertaken to fix the coving, is a fair one that falls in line with what I would've directed, had it not already been made.

I think it fairly recognises the fact that Mrs H and Mr H were without a satisfactorily repaired room for four to five months more than they would've been, had the work been completed correctly in September 2021. And I think it fairly compensates Mrs H and Mr H for the upset and inconvenience they were caused during this time.

But I think it also reasonably takes into account the responsibility Mrs H and Mr H had to mitigate the inconvenience they suffered, in line with their responsibilities under the terms of the policy they held. And I think it fairly factors in the actions RIL took to allow Mrs H and Mr H use of the room over the Christmas period, incurring costs that wouldn't usually be paid under the terms of the policy. So, I think RIL should pay Mrs H and Mr H £500. And I would expect them to consider reasonable costs Mrs H and Mr H have, or will, incur fixing the coving, when evidence of these costs are provided.

### **My final decision**

For the reasons outlined above, I uphold Mrs H and Mr H's complaint about Rentokil Insurance Limited and I direct them to take the following action:

- Pay Mrs H and Mr H £500 to recognise the upset and inconvenience they've been caused; and
- Consider reimbursement of any coving costs Mrs H and Mr H incur when satisfactory

evidence of these costs are provided.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 6 March 2023.

Josh Haskey  
**Ombudsman**