

The complaint

Mrs M has complained about the poor workmanship of contractors supplied by her insurer Royal & Sun Alliance Insurance Limited trading as More Than (RSA).

What happened

Mrs M reported a crack in a window pane of her conservatory to her insurer RSA. RSA said it would consider the claim under the Accidental Damage section of the policy. RSA appointed a contractor to visit Mrs M's home and they carried out replacement works to a pane of glass in the conservatory.

Mrs M noticed a crack in another pane of glass after the works were completed, so she contacted RSA. She reported that the replaced pane of glass was a different colour to the rest as she had a protective film on all of the glass panels.

RSA agreed that the replaced pane of glass had a colour mismatch and said it would arrange for the contractor to put this right. RSA said the contractor described the damage as being caused by thermal expansion. It didn't agree that damage to a second pane of glass had been caused by the contractor as it was in a different area. It said repairs to the second pane of glass would be treated as a second claim.

In June 2022 contractors returned to carry out interim safety repairs to the second pane of glass.

In July 2022 the contractor carried out further works. The following day Mrs M complained to RSA. She said the contractors had caused further damage to her conservatory roof.

Mrs M asked us to look at her complaints. RSA gave consent for this service to look at both of Mrs M's complaints although it hadn't issued a final response to the second complaint.

Our Investigator thought the damage to the second pane of glass was more likely to have been caused by the contractors - in light of the roof cap damage caused by poor workmanship.

So she recommended RSA arrange for the second pane of glass - and the roof repairs - to be rectified as part of the first claim. And she recommended RSA pay Mrs M £150 compensation for the distress and inconvenience caused.

Mrs M accepted the Investigator's findings. RSA didn't reply so the case was passed to me to decide.

I asked RSA to provide photos of both damaged window panes and their location to support its view that the second window pane wasn't near to the area where repairs were carried out, which it did.

I issued a provisional decision on 27 February 2023. I intended to uphold the complaint in part. I didn't think there was evidence to show the damage to the second pane of glass was caused by contractors working to replace the first pane of glass - due to the distance between them. I thought RSA should arrange for the damage to the conservatory end cap to be repaired and to pay Mrs M £100 compensation for the distress and inconvenience caused.

RSA didn't reply to my provisional decision. Mrs M provided a response with further photos which have been very helpful. Mrs M disagrees with my provisional decision. In summary she says the order of which pane of glass was damaged first is incorrect. She was told by another contractor that the second pane of glass cracked because the first pane was forced in and added stress to the frame. They advised the crack could have happened on any of the panes of glass.

When the contractors came to remove the second damaged pane, they were under the impression it was works included under the first claim.

Mrs M is happy RSA accepts that the contractors caused damage to the end cap of the conservatory while removing the second damaged pane. And she accepts that the damage to the first damaged pane was caused by thermal expansion.

But she said she hasn't been able to find a company that will provide a report to say what the cause of damage to the second pane was. The second damaged pane has been removed so they would be unable to comment on it.

Mrs M says RSA hasn't been in touch with the company that applied the film to the conservatory windows, despite saying it had. She's unhappy RSA hasn't sent a contractor to inspect the damage to the end cap roof of the conservatory - or to verify the cause of damage to the second window pane.

So the case has been passed back to me to decide.

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've looked at the photos of where the damaged window pane under the first claim is - and where the damage to the second window pane is, which Mrs M says was caused by poor workmanship.

In my provisional decision I said the first window pane is to the front of the conservatory. The second window pane is at the rear adjoining the wall of Mrs M's home. I said I'd consider any new representations Mrs M may wish to make, but based on this evidence, I couldn't safely conclude that it's more likely the contractors caused damage to the second window pane as it isn't near to the first damaged window pane.

In response, Mrs M says the first damage was to a pane at the rear adjoining wall and the second pane was at the front of the conservatory. I'm sorry for any confusion caused here by the order I set out. But this doesn't change the fact that the two panes aren't near each other.

RSA says the contractors have advised the cause of damage to both windows is due to thermal expansion. RSA said it will therefore treat the damage being claimed to the second window pane as a second claim. And it said if Mrs M provides independent evidence by way of a report to show the cause of damage to the second pane is due to poor workmanship, it will reconsider the matter. I think this is reasonable. But I appreciate that it hasn't been possible for Mrs M to obtain an independent report. RSA wouldn't offer for its contractor to provide a report as they don't agree the damage was caused by their repairs.

Mrs M says a contractor told her how the damage occurred to the second pane. But this isn't enough for me to be able to conclude that the cause of damage to the second pane was caused by RSA's appointed contractors carrying out repairs to the first pane.

I understand Mrs M's disappointment and frustration. But from the information available to me, I don't think RSA has acted unreasonably. So if Mrs M wishes to claim for damage to a

second window pane, I think RSA is entitled to record and treat this as a second claim under the terms of the policy. This is a decision for RSA to take rather than the contractor.

RSA accepts the contractors caused damage to the end cap of the conservatory. So I think RSA should arrange with Mrs M for these repairs to be done.

The Investigator recommended RSA pay Mrs M £150 compensation for the inconvenience caused by the end cap damage and unfairly recording a second claim. In line with my provisional view, as I think RSA's approach to a second claim was reasonable, I think a fair compensation award for the inconvenience caused in having to report the damage and deal with the repairs to the end cap of the conservatory should be £100.

My final decision

I uphold Mrs M's complaint in part and require Royal & Sun Alliance Insurance Limited trading as More Than (RSA) to arrange for the damage to the end cap of the conservatory to be repaired.

For the distress and inconvenience caused by RSA's contractor's workmanship, RSA should pay Mrs M £100 compensation.

Royal & Sun Alliance Insurance Limited trading as More Than must pay the compensation within 28 days of the date on which we tell it Mrs M 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 a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 11 April 2023.

Geraldine Newbold
Ombudsman