

The complaint

Mr and Mrs D complained that AA Underwriting Insurance Company Limited (“AA”) failed to manage the repairs to their home following a claim on their home insurance policy. They’ve experienced delays, poor workmanship and poor customer service.

What happened

Mr and Mrs D made a claim for repairs following a leak to their home in September 2021. AA accepted the claim however, Mr and Mrs D were unhappy with how the repairs progressed.

Mr and Mrs D were unhappy that it took over a month before an electrician checked the electrics following the leak – the electrics often fused when the lights were switched on, which led to Mr and Mrs D being concerned about their own safety.

In February 2022, a plumber removed the bathroom and left it on the drive where items were stolen. Rubble was left in the bath on the drive. This caused issues later as AA were expecting items to be re-used. No alternative washing facilities were provided when the bathroom was unserviceable, and the water was switched off. Mr and Mrs D were distressed by the attitude and workmanship of the plumber who fitted the new toilet.

Mr and Mrs D were unhappy with the fitted bathroom – they said the taps dribbled and had no pressure. Using the bath and shower led to noises with the drain. A plumber was sent out to review the work in April and then May. The plumbers said the bathroom was all working correctly, but Mr and Mrs D disagreed with this.

There were issues with missed appointments (plastering and decoration) and AA informing Mr and Mrs D all was OK, when there were outstanding issues still not repaired. Ten months on, Mr and Mrs D were still unhappy the repairs had not been completed to their satisfaction.

AA acknowledged its contractors had caused multiple delays. It said, *“our contractor had to shut the water off to your bathroom in February 2022 in preparation of the reinstatement, during this stage there has been issues with the damaged replacement toilet, inability to access the pipe to replace the radiator and a secondary leak once the toilet had been removed”*. It said it hadn’t yet settled the claim in full, but it paid Mr and Mrs D a total of £250 compensation for the distress and inconvenience caused.

Our investigator decided to uphold the complaint. He decided to award a further £350 compensation as he didn’t think AA’s initial payment of compensation fairly reflected the distress and inconvenience caused by the delays and missed appointments and he thought alternative accommodation should’ve been offered. AA disagreed, so the case has been referred to an ombudsman.

My provisional decision

I issued a provisional decision on 14 February 2023. I said:

“AA has acknowledged that its standard of service fell below a reasonable level and has paid

£250 compensation to reflect the difficulties it has caused. Therefore, I've stepped back and determined whether I think this fairly compensates Mr and Mrs D. I don't think it has and I'll explain why.

Mr and Mrs D were left without a serviceable bathroom. AA said it offered them alternative accommodation during this period. Mr and Mrs D have contested this. I have checked and there is no evidence on file to show this was offered. If it was offered, I would've expected to see this in the claim notes. I can see Mr and Mrs D had to get lifts to relative's homes during this time to allow them to wash. I don't think this is reasonable, especially as Mr and Mrs D had vulnerable circumstances. I would've expected alternative accommodation to have been offered during this time. Therefore, I uphold this complaint.

AA has acknowledged a lot of its shortcomings with the delays and missed appointments. It's taken at least 10 months to complete the repairs (putting to one side the disagreement as to whether these have been completed satisfactorily). I think this is a long time for a simple claim. There has been disruption caused by AA not initially authorising new bathroom furniture, when its contractors hadn't carefully protected the old furniture it had removed. I think a lot has gone wrong on this claim, so I don't think £250 is reasonable in reflecting the distress and inconvenience caused. I think the evidence shows Mr and Mrs D has had to put up with a lot of disruption and difficulty. Any claim will cause inconvenience, but I think Mr and Mrs D have had to deal with more than they should've needed to.

For the considerable inconvenience caused to Mr and Mrs D, I'm intending to award a further £350 compensation (so £600 in total) for the delays to this claim, the lack of alternative accommodation and the disruption caused. I think this would've been a distressing time for them.

I've also considered the outstanding issues (dribbling taps, noisy drains). Whilst I appreciate the investigator didn't include this in his view, I have seen AA's final response on this. AA did send a surveyor to investigate this which I think is reasonable. The surveyor said, "there is no visible defect in how the plumbing waste feed to the bath has been done which can cause the intermittent gurgling noises". I can see Mr and Mrs D wanted to speak to a senior manager to discuss the issues, but AA didn't think this was appropriate.

I don't think Mr and Mrs D would complain about dribbling taps and noisy drains unless there was an issue. However, I do appreciate AA had a different surveyor inspect the issues and couldn't find any faults. As the two parties had different views, Mr and Mrs D asked to speak with someone senior in the organisation. I don't think this is unreasonable – this is a normal escalation tactic that people sometimes use to resolve a complaint. I don't know if this would've progressed the issue, but I think it would've been fairer for AA to provide this opportunity. Therefore, I intend to uphold this aspect of the complaint. I also intend to award a further £100 compensation for the distress this delay has caused.

To resolve this, I intend for AA to get a senior member of staff to speak with Mr and Mrs D to discuss the remaining issues and agree an appropriate course of action, which should include a fresh investigation of the issues. If agreement can't be reached then Mr and Mrs D have the option of employing their own independent plumber to provide new expert evidence".

Responses to my provisional decision

Mr and Mrs D accepted my provisional decision. They clarified and expanded on some of the points previously made. Mr and Mrs D has asked if an independent plumbing contractor can carry out the investigation, rather than a representative appointed by AA.

AA didn't respond to my provisional 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 think it's fair for AA to investigate and put right the issues in the bathroom themselves. If Mr and Mrs D don't think AA's actions are reasonable they are entitled to raise a new complaint.

As I haven't received any new information, I don't see any reason to change my provisional decision.

My final decision

My final decision is that I uphold this complaint. I require AA Underwriting Insurance Company Limited to:

- Pay Mr and Mrs D an additional £450 compensation (£700 in total) – for distress and inconvenience
- Arrange for a senior member of staff to speak with Mr and Mrs D to discuss the issue and agree an appropriate course of action, which should include a fresh investigation of the issues.

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

Pete Averill
Ombudsman