

## **The complaint**

Ms J has complained about how Red Sands Insurance Company (Europe) Limited ('Red Sands') said it would settle a claim under a home insurance policy.

## **What happened**

Ms J submitted a claim to Red Sands when her son fell in the shower damaging it. Red Sands accepted the claim and assessed how to deal with it. Ms J said it was a wet room and needed to be tanked. Red Sands didn't agree to the tanking, as it said it hadn't been tanked previously. Ms J didn't want the work to be carried out if this didn't happen. Red Sands said it would cash settle the claim, but without including the cost of tanking.

When Ms J complained, Red Sands maintained that it wouldn't cover any costs for tanking. However, it offered £300 compensation for other issues with the claim. So, Ms J complained to this service. Our investigator upheld the complaint. He said the tanking appeared to be necessary. So, he said Red Sands either needed to do the work or pay the cash settlement for the amount of Ms J's quote, which included the tanking. He also said Red Sands should pay an additional £150 compensation.

As Red Sands didn't agree, the complaint was referred to me.

## **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 uphold this complaint. I will explain why.

I've considered whether it was a wet room. Looking at Red Sands' records, I can see references to it being assessed as being a wet room. I'm aware Ms J has said the room was previously tanked and that Red Sands has said it wasn't. Regardless of this, Ms J's builder assessed that it was necessary for the room to be tanked. I've also looked at the building regulations on this, which said that waterproofing or tanking was necessary in wet rooms. This service provided information to Red Sands on this, although I note it didn't comment on it.

Based on what I've seen, I think it is reasonable to say it was a wet room and it was therefore necessary for tanking to be included in the repair, regardless of whether Red Sands thinks it was previously tanked. I'm also aware Red Sands said this would be betterment. However, I consider it reasonable for Red Sands to deal with this as part of the claim. This is so Ms J is returned to the position she was in before the claim, which was that she had a waterproof room, and so that a lasting and effective repair is completed in line with building regulations. In my view, this work is necessary, rather than betterment.

As a result, Red Sands must either carry out the repair, including the tanking, or it must pay Ms J's own quote for the work, which includes the costs of tanking.

I have also thought about compensation. Red Sands offered £300 for the issues it identified, including delays. However, in my view, this didn't take into account all the issues on the claim, including the way it wanted to settle the claim. Ms J was also caused inconvenience, as it affected Ms J's ability to have a shower while the issues remained unresolved. So, I think Red Sands should pay an additional £150 compensation, which is £450 in total.

I'm aware Ms J raised some issues around the tiling with this service. However, she would need to raise these with Red Sands. I'm unable to address this in my decision.

### **Putting things right**

Red Sands should settle the claim, including covering the cost of the tanking, by either doing the work itself or paying Ms J a cash settlement based on a quote provided by her. It must also pay a total of £450 compensation.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is upheld. I require Red Sands Insurance Company (Europe) Limited to:

- Settle the claim, including covering the cost of the tanking, by either doing the work itself or paying Ms J a cash settlement based on a quote provided by her.
- Pay Ms J a total of £450 compensation, which includes the £300 it previously offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 5 September 2023.

Louise O'Sullivan  
**Ombudsman**