

The complaint

Mr and Mrs G complain Royal and Sun Alliance Limited (RSA) completed a poor standard of repair to his garden wall after he made a claim on his home insurance policy. He said it did not repair it to the same condition it had been prior to the incident.

References to Mr or Mrs G, will include the other.

There are several parties and representatives of RSA involved throughout the complaint but for the purposes of this complaint I'm only going to refer to RSA.

What happened

Mr and Mrs G's boundary wall was damaged when a third-party vehicle crashed into it. Mr G made a claim on their home insurance policy.

RSA accepted the claim and on 12 June 2022 work was undertaken by RSA's approved contractor to make the wall safe from collapse.

In July 2022 building materials were delivered and the same contractor who had made the wall safe in June 2022 started further work on the wall. Mr G was not happy with the standard of work being undertaken so he stopped the work and contacted RSA.

RSA said it was confident its contractor, who was an experienced stonemason, would be able to put the wall back to its pre-loss condition, but Mr G disagreed.

As Mr G was not happy with RSA, he brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said the repairs completed were not effective in keeping with the style of the existing wall. They said RSA should appoint an experienced, qualified stonemason to assess the wall to determine the level of repair required and provide a quote. He said £200 compensation should be paid to recognise the stress the standard of work currently carried out caused Mr and Mrs G.

As RSA is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

In my provisional decision I said

In this case I needed to understand if the repairs started on 18 July 2022 were intended as temporary or permanent repairs. And who completed them.

Mr G said he thought they were permanent repairs, and said they were carried out by the same contractor who had made the wall safe. Mr G said he stopped the work as he was not happy how they were doing the repairs as it was not in keeping with the style of the existing wall.

RSA originally said the work was permanent and it was confident its contractor who was an

experienced stonemason would be able to put the wall back to its pre-loss condition. But after our investigator issued his view, RSA said it found it had made errors in its correspondence with Mr G and ourselves and the stonemason had not carried out the repairs in question.

RSA corrected itself and said the repairs that Mr G stopped in July had in fact been temporary repairs made by its building contractor and not the experienced stonemason as it had originally said.

Mr G provided pictures of these repairs and they show the use of a lot of mortar, with brick and flint. I think they do look fairly permanent, but they are not in keeping with the style of the rest of the wall. To remove the mortar, brick and flint RSA claim was a temporary repair would take a fair amount of work before a specialist stonemason could start with a permanent repair that was in keeping with the rest of the wall.

In this case the fact remains that RSA accepted Mr and Mrs G's claim regarding the damage to their boundary wall and they still have not had a repair completed that is satisfactory. Permanent repairs in keeping with the style of the existing wall still need to be completed by a specialist stonemason. This is not in dispute by RSA.

RSA said a specialist stonemason has looked at the wall and was awaiting instruction from it to complete the permanent repairs. Our investigator was not persuaded the appointed stonemason had the necessary expertise to carry out the repair.

I can understand because of the errors made by RSA how Mr and Mrs G may have lost confidence with the approved contractors it has appointed to date. Therefore I think the fair resolution in this case is for Mr G to be given the option to either use the stonemason RSA said it has appointed or select his own stonemason carry out the repairs. The work that is to be carried out must include removal of the temporary repair and completion of the work as detailed in the scope of work document completed by RSA's contractor at the start of this claim.

Due to the poor standard of work carried out on their wall to date, and additionally because of the errors RSA have acknowledged it made in relation to the contractors conducting the repairs, it should also pay Mr and Mrs G a total of £400 compensation to recognise the delays and stress caused by its errors.

Therefore, I intend to uphold Mr and Mrs G's complaint and require RSA to pay for the costs of a specialist stonemason to complete the repairs to their wall. And to pay £400 to recognise the delays and distress caused in this case.

Responses to my provisional decision

Mr G responded to say he was happy with the provisional decision. He said the repairs must be as the initial scope of works assessment and not as the second assessment as he didn't believe this would cover all the damage to the external brick wall.

RSA responded to say it reluctantly accepted the 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.

In response to Mr W's comments

In my provisional decision I said the work that is to be carried out must include removal of the temporary repair and completion of the work as detailed in the scope of work report completed by RSA's contractor at the start of this claim.

To be clear this is the scope of work report completed on 7 June 2022 by RSA's approved supplier and not the scope of works report completed by RSA's building contractor that undertook the temporary repairs.

Based on the evidence I've reviewed I maintain my provisional decision and I uphold Mr and Mrs G's complaint.

My final decision

For the reasons I have given I uphold this complaint.

I require Royal and Sun Alliance Limited to pay for the costs of a specialist stonemason of Mr and Mrs G's choice, to complete the repairs to their boundary wall as per the scope of works report completed on 7 June 2022. And to pay £400 to recognise the delays and distress caused to Mr and Mrs G.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 29 August 2023.

Sally-Ann Harding
Ombudsman