

## **The complaint**

Mrs M complains about how Insurance Claims Centre UK Ltd (ICC UK) have dealt with a claim on her home insurance policy.

## **What happened**

A water pipe in Mrs M's house burst causing damage to her home, a few days later a second leak also caused damage. Mrs M then appointed ICC UK, who are loss assessors, to handle the claim on her home insurance policy on her behalf. The role of the loss assessor is to handle Mrs M's claim on her behalf. This will involve dealing with the claim and assessing what repairs are needed, the loss assessor then requests payment for the necessary work from the insurer. The insurer reviewed the claim and accepted it. ICC UK therefore arranged for the property to be inspected and the repair work carried out. To do this, it accepted different payments from the insurer throughout the repair work.

Before the final payments had been made by the insurer Mrs M complained. She was unhappy with the work by ICC UK and referred her complaint here. Mrs M said the claim was taking too long and she wasn't happy with the living conditions that she had to live in while the claim was dealt with. Mrs M also complained about the conduct of ICC UK and said she wasn't getting a response from it. She also said she'd been told by the workmen that they wouldn't do anymore work as the money from her insurer hadn't come through.

We let ICC UK know about Mrs M's complaint. After eight weeks, as a final response letter wasn't issued, Mrs M asked us to investigate her complaint. ICC UK said it responded to Mrs M's concerns but didn't record it as a complaint as it hadn't thought it was one.

Our Investigator reviewed the complaint and recommended it be upheld. She found there had been delays in progressing the claim, and while some disruption is expected during repairs, that this hadn't been minimised as well as it could. She also found that Mrs M's patio had paint splashed on it from where the workmen had cleaned their paint brushes, so recommended ICC UK cleaned the patio. As there was a dispute about the ongoing work, our Investigator recommended ICC UK complete any outstanding work related to the claim, and if the work had been completed then ICC UK should provide a breakdown of what has been completed along with the costs to Mrs M. Our Investigator recommended ICC UK pay Mrs £400 for distress and inconvenience.

ICC UK accepted our investigators outcome. It provided an explanation about any outstanding work relating to "snagging" issues. However, ICC UK also said Mrs M had received funds directly from the insurer which should have been paid to ICC UK. It therefore thought the additional funds Mrs M had received, could be used to rectify any issues with the building work.

Mrs M responded and didn't agree. She said the compensation wasn't enough and asked for £1000. Mrs M also said lots of work agreed in the schedule of work hadn't been completed and that she'd paid out to have work completed which she thought ICC UK should pay for. She also didn't agree the insurer had paid her funds which should have gone to ICC UK.

As Mrs M didn't agree the complaint has come 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.

When Mrs M appointed ICC UK as her loss assessor, she entered into an agreement with it to negotiate her claim with her insurer. In the agreement Mrs M also agreed to use ICC UK's contractors to complete the work. I've therefore looked at whether ICC UK has done what it's supposed to under this agreement in a fair and reasonable way.

I would also like to clarify that in this decision I am only considering what has happened up to the point ICC UK issued its final response letter, 4 February 2023. Anything which has happened after that date, if Mrs M isn't happy with, would need to be raised as a separate complaint.

ICC UK has agreed with our Investigators findings, in that the claim has taken longer than it should. ICC UK explained this was mainly down to delays with the insurer's loss adjuster sending payment for work which had been completed. I can also see that when Mrs M complained to ICC UK, it had been around a year since the escape of water and when Mrs M appointed ICC UK. While I understand there was a lot of work needed to repair the damage to Mrs M's home, I'm not satisfied the claim was particularly complex or that a year was a reasonable time to carry out the repairs. I'm therefore satisfied it has taken longer than it should have. So, I think ICC UK needs to compensate Mrs M for this.

I can also see that when ICC UK's contractors completed work the site wasn't left in a condition which was in line with how Mrs M thought the repairs would be completed. In particular, she said it had been agreed to repair one room at a time. Instead, all rooms were worked on at the same time which meant Mrs M had to live in a building site. Furthermore, Mrs M's patio had paint spilled over it from where the contractors had cleaned the paint brushes. Mrs M has also provided an extensive list of items which she says should have been repaired but haven't, she also said she's paid for work to be completed which should have been paid for by ICC UK with funds from her insurer.

I've therefore looked at what ICC UK needs to do to put these things right. I can see ICC UK has said the issues raised with the repairs relate to snagging issues and that Mrs M has highlighted work which ICC UK says has been completed. ICC UK should therefore rectify any outstanding work or snagging issues. ICC UK has provided lots of e-mails containing correspondence about the repairs but not provided an overview of what has been done along with what it cost. So, Mrs M is unable to verify what work has been done when compared to the scope of works and how much ICC UK has paid for it.

ICC UK therefore needs to provide Mrs M with a breakdown of the work completed and the costings, so Mrs M is aware of what has been completed along with the costs for the work. So she can verify what's been paid for by the insurer. Once this has been done, if Mrs M is unhappy with any outstanding issues or costs, she would need to raise them separately with ICC UK.

ICC UK has agreed to clean Mrs M's patio following the paint spilling on it. As ICC UK has agreed to this, I see no reason to comment on it further here. I can also see ICC UK agreed to the £400 compensation for distress and inconvenience caused during this claim. I understand Mrs M doesn't think this is enough and has asked for £1,000. When taking the claim journey into account, along with the fact that some of the delays were down to her insurer. I'm satisfied £400 is sufficient compensation for the issues caused by ICC UK and

so I'm not going to tell it to pay any more.

### **My final decision**

For the reasons explained above, my final decision is that I uphold this complaint. I require Insurance Claims Centre UK Ltd to:

1. Complete the work required to repair the damage caused by Mrs M's claim. Once the work has been completed, provide Mrs M a detailed breakdown of the work completed along with the costs.
2. Clean Mrs M's patio to remove the paint marks.
3. Pay Mrs M £400 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 27 October 2023.

Alex Newman  
**Ombudsman**