

The complaint

Mr J complains about Rentokil Insurance Limited (Rentokil) who didn't provide a long-term guarantee, following a claim under his home insurance policy.

Reference to Rentokil includes its agents.

What happened

Mr J made a claim under his home insurance policy with Rentokil for dry rot. Rentokil contracted the work to its agent. During the work, there was an issue with the technician and Mr J raised his concerns with Rentokil.

Rentokil removed the technician and a supervisory technician attended, inspected the work carried out, due to issues Mr J raised with the quality of the work. Rentokil confirmed it was satisfied the work was completed to the required standard and there were no grounds to assume the dry rot would reappear.

Mr J wasn't convinced by this, and he complained to Rentokil. He also requested a long-term guarantee for the work that had been carried out.

In its final response, Rentokil maintained its position, that the dry rot had been eradicated. It said in the unlikely event there was re-growth, Mr J should contact them, for a further inspection and to manage.

Mr J remained unhappy, as Rentokil wouldn't provide a guarantee as he had asked. So, he referred his complaint to this service, for an independent review. During the independent review, Rentokil, offered compensation of £250 for the delay which happened during the work. Mr J didn't accept the compensation offered.

An Investigator considered the complaint and didn't think it should be upheld. He said we would expect a long-term effective repair to have been completed. And it isn't part of the policy terms that a transferable guarantee would be provided. He said the apology and the £250 compensation offered by Rentokil, was a fair way to resolve the delay issues.

Rentokil accepted the view, Mr J did not. He reiterated his complaint points and highlighted had he paid for the work to be carried out, he would've received a guarantee, and this shouldn't be any different with Rentokil.

As the matter couldn't be resolved, it has been passed to me for a 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.

Having done so, I partially uphold this complaint, for much the same reasons as the Investigator. I understand this will be a disappointment to Mr J, but I hope my findings go some way in explaining why I've reached this decision.

Mr J complains the first technician walked off the site rather than being removed by Rentokil. He also complained the senior technician attended to complete the work rather than inspect the work which had already been completed. And because of this, he questioned whether Rentokil could be satisfied with the work.

Based on the evidence, Rentokil advised that the first technician was ill, which meant he was replaced with another technician. Rentokil also confirmed that the first technician was no longer in its employment.

Rentokil advised the work was carried out to the required standard. It also maintained the dry rot was eradicated and confirmed that in the unlikely event the dry rot was to return, Mr J could contact them, and it would carry out further investigations. I haven't seen any evidence from Mr J to persuade me this was an unfair or unreasonable course of action for it to take in the circumstances of this matter.

I understand that Mr J has asked for a long-term guarantee for the work that was carried out. Rentokil has explained its unable to provide any guarantees, as its contractors don't provide any guarantees for the work. Whilst I appreciate Mr J's concerns, that he would've been able to obtain a guarantee had he directly contracted with the contractor, I don't think Rentokil was unreasonable in saying this. And I'll explain why.

Our service expects insurers to carry out lasting and effective repairs. Rentokil has confirmed that the standard of work carried out was as it expected. Also, if there were any issues going forward, Mr J could revert to them about this.

Mr J's policy terms doesn't provide for such guarantees. And having reviewed the terms, (as Mr J has raised a concern about potentially selling his property with a guarantee) I can see that Rentokil will transfer the benefits of the policy to any new owner, in the event of Mr J selling his property. Taking the above into account, I can't agree that Rentokil was unreasonable not to provide a long-term guarantee.

Rentokil accepted that there was a delay during the work that was carried out. It said this was because of it identifying further work that was needed in another room. For the delay, it apologised and offered £250 for the trouble and upset this caused. I understand that Mr J refused the compensation, and it wasn't paid. I've considered the impact of the delay on Mr J, and I think the £250 offered was fair and reasonable in the circumstances of the complaint.

Putting things right

In summary, having considered the complaints Mr J has raised against Rentokil, I don't agree it acted unreasonably by not issuing a long-term guarantee. I also think the £250 compensation offered is fair in the circumstances. I understand this will be a disappointment to him, but I won't be asking Rentokil to do anything further to resolve this complaint.

My final decision

For the reasons given, I partially uphold Mr J's complaint.

Rentokil Insurance Limited to pay £250 compensation for the trouble and upset caused.

Rentokil Insurance Limited must pay the amount within 28 days of the date on which we tell it Mr J accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date he accepts my final decision to the date of settlement at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 27 March 2024.

Ayisha Savage
Ombudsman