

## **The complaint**

Ms S complains about the quality of repairs that were carried out by U K Insurance Limited, trading as Direct Line ("UKI") after she made a claim under her home insurance policy. She's also unhappy about the customer service she received from UKI and its agents and delays in getting the issues resolved.

UKI is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As UKI has accepted it is accountable for the actions of the agents, in my decision, any reference to UKI includes the actions of the agents.

## **What happened**

In early 2022, Ms S made a claim under her home insurance policy with UKI after her property was damaged by a storm. UKI accepted the claim and arranged for repairs to be carried out. These were managed by UKI's agent ("C"). However, there were delays and issues with the quality of repairs and the contractors had to return a number of times. The repairs were noted as being completed in February 2023.

In August 2023, Ms S emailed UKI because she had concerns about the quality of the repairs. She said her gutters had been cleaned by a company who also did roofing repairs. They'd advised her that the work wasn't completed correctly and there were also cracked tiles where UKI's contractors had stood to carry out repairs.

Ms S didn't receive a response from UKI, so she contacted it again in late October 2023. UKI acknowledged Ms S's complaint and said it would arrange for a surveyor to assess the issues. However, UKI's agent (C) delayed sending a surveyor around because it wanted further evidence from Ms S to show the damage.

The surveyor visited Ms S's property on 22 November 2023 and agreed the works hadn't been completed properly and needed to be redone urgently. However, C said it wanted to send a second surveyor to the property and would be disregarding the first surveyor's report.

Ms S was unhappy that UKI didn't seem to accept the findings of the first surveyor. After some further discussion, she agreed for a second visit to take place on 18 January 2024. However, the surveyor contacted her a few days before the visit and told Ms S he couldn't visit until 19 January.

Ms S was unhappy with the cancellation of the appointment and said she didn't want to deal with C anymore. UKI agreed to Ms S getting her own surveyor to assess the damage, confirm the issues with workmanship and put together a rough scope of works. Ms S sent UKI a quote for a surveyor, but it was concerned about the cost, so it decided to instruct another agent ("S") to review the damage and provide a plan of action for the rectification work.

UKI responded to Ms S's complaint on 15 January 2024 and said it had arranged a payment of £300 for distress and inconvenience. On 22 January 2024, it told our service that it

wanted to offer her a further £200. Ms S didn't accept UKI's offer and said she would like our service to review her complaint.

Our investigator looked into Ms S's concerns. He acknowledged Ms S's frustration that the repair work hadn't been completed to a good standard. He said he was pleased to see that UKI agreed with this and was planning to put things right. He thought UKI's offer to pay Ms S a total of £500 was fair compensation for the delays and stress it had caused her.

Ms S said our investigator's view was factually incorrect. She said UKI hadn't communicated to her that the works would be redone. It sent a surveyor around who verbally told her it was very poor, and he would recommend it be redone. It wouldn't share his report or accept his findings. The second surveyor told her he couldn't attend because he'd got his dates mixed up after Ms S had changed her whole day around. She'd been asked to appoint an independent surveyor which she'd got quotes for. Then she was told someone from agent S was coming but they weren't even appointed.

Ms S said that after discussing it with the claims handler, she arranged for an independent surveyor, which now from our investigator's review, seemed to be unnecessary and a waste of time and money, if UKI had already agreed to have the works redone.

As Ms S disagrees with our investigator's outcome, the complaint has been passed 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.

Having done so, I've reached broadly the same conclusions as our investigator. I'll explain why.

In her most recent communication with us in early February 2024, Ms S told us the rectification work to her property still hadn't been agreed. I thought it would be helpful to provide some clarity about the Financial Ombudsman Service's role and the scope of the complaint that I'm deciding. Our role is to resolve disputes between complainants and financial businesses, to help both parties move on. It isn't our role to handle a claim or to deal with matters as they arise.

To be clear, in this decision I'll be considering matters Ms S raised in her complaint to UKI in August 2023 up until the date it made its offer to settle her complaint – 22 January 2024. If Ms S would like our service to consider events after this date, she may be able to bring them to us as a separate complaint.

When an insurer chooses to settle a claim by repair, we'd expect it to indemnify the consumer by carrying out an effective and lasting repair.

Ms S says the repairs to her property that were carried out by UKI's contractors in 2022 and early 2023 weren't effective. She raised concerns about this in August 2023, but UKI didn't deal with the email she sent it. When she contacted UKI again in late October 2023, Ms S said the ineffective repairs were causing damage to her property. She told UKI daylight was coming through the area where its contractor had replaced the ridge tiles and there was also some damage to her bathroom. She told UKI corrugated roof sheets put on the side of the property hadn't been done right either.

I can see that UKI asked agent C to arrange for a surveyor to visit Ms S's property. However, this visit didn't happen for a few more weeks because C wanted to see additional photographic evidence from Ms S.

The surveyor who visited on 22 November 2023 confirmed that the repair works weren't completed properly. However, C was concerned about a conflict of interest, seemingly because Ms S knew the surveyor from working with him many years before.

C told Ms S it would be arranging for a second surveyor to visit and would be disregarding the first surveyor's report in full. However, it doesn't seem to have explained why. Ms S doesn't seem to have been made aware of C's conflict of interest concerns until later. Ms S says she informed C that she'd worked with the surveyor around 15 years before when they dealt with her original claim, and she was told it was fine. The same surveyor assessed the damage to her property back in 2022 and there didn't seem to be an issue. It's unclear why C was so concerned about the conflict of interest, but in any event, I think it should have been more forthcoming about this.

Ms S was reluctant to agree to a second surveyor being sent over. She couldn't understand why C hadn't accepted the first surveyor's findings and was also concerned about the second surveyor's qualifications. After several further emails, Ms S agreed for the second surveyor to attend her property. However, the surveyor told Ms S he couldn't attend on the scheduled date a few days before. This was frustrating for Ms S, who says she rearranged appointments to accommodate the surveyor's visit.

Following this, UKI agreed for Ms S to get her own surveyor to assess the issues with the workmanship and put together a rough scope of works. However, according to UKI's notes, Ms S provided a quote for a surveyor with a fee of £850 plus VAT to use a drone because they would need to apply for a licence to use it in a restricted area. It's noted this fee would be on top of the survey quote.

From what I can see, UKI decided to instruct agent S to review the damage and provide a plan of action for the rectification work. A few days after this, it told us it would like to offer Ms S a further £200 for the upset and poor service it had caused, on top of the £300 it had already awarded her.

Ms S has commented that UKI hadn't told her the works would be redone and has questioned why she needed to arrange an independent survey.

On 22 January 2024, UKI told us it had agreed that work to Ms S's home was not done properly. It was awaiting its supplier to review the damage to provide a plan of action going forward for the rectification of this.

I gather from what Ms S has told us that UKI's supplier didn't review the damage. She's told us that after discussing it with the claims handler she arranged an independent surveyor herself. However, as I've explained, I can't consider what happened after 22 January 2024 in this decision as it goes beyond the scope of this complaint.

I agree the service Ms S has received from UKI and its agents from August 2023 to 22 January 2024 has been poor. UKI is responsible for a significant delay in dealing with Ms S's concerns about ineffective repairs and the further damage she says these have caused to her property. However, UKI's offer of a total of £500 compensation is within the range of what our service would typically award when a business's actions have caused considerable distress and significant inconvenience and disruption that needs a lot of extra effort to sort out. So, I think UKI's offer reasonably recognises the impact of UKI's poor service on Ms S.

UKI's letter of 15 January 2024 suggests it has already paid Ms S £300 of this compensation. If this is the case, it only needs to pay her a further £200.

### **Putting things right**

UKI should pay Ms S a total of £500 for distress and inconvenience (including the £300 it's indicated it has already paid).

### **My final decision**

For the reasons I've explained, I uphold Ms S's complaint and direct U K Insurance Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 19 April 2024.

Anne Muscroft  
**Ombudsman**