

The complaint

Mr L and Mrs D have complained about how Advantage Insurance Company Limited (Advantage) carried out repairs following a claim under a home insurance policy.

As Mr L mainly seemed to deal with the complaint, for ease, I will normally only refer to him.

What happened

Mr L made a claim when his garden wall was damaged. Advantage accepted the claim and arranged for a contractor to repair the wall. Following this, Mr L contacted Advantage and said there was a noticeable lean to the middle pillar of the wall.

Advantage asked Mr L to get an independent assessment of the wall. He did this and provided Advantage with a report which identified that the middle pillar was leaning. Mr L then complained.

When Advantage replied to the complaint, it said the contractor who did the work felt it had completed the work to a satisfactory level. Advantage said the contractor had explained that not all the proposed work was authorised. There was also vegetation along the wall that impacted its structural integrity. The contractor said the pillar had been rebuilt using the original as a guide. It said carrying out the work identified in the independent assessment would be classed as betterment. However, Advantage accepted that the surveyor and a contractor didn't always book visits with Mr L in advance. It offered £30 compensation.

So, Mr L complained to this service. Our Investigator upheld the complaint. He said Advantage was unable to evidence the issues explained by its contractor. But, regardless of this, the pillar needed to be rebuilt to a satisfactory standard and Mr L's evidence showed it hadn't been. He said Advantage should rebuild the middle pillar. He also said it should pay a total of £100 compensation, which included the £30 it previously offered, and refund reasonable costs if Mr L paid for the independent assessment.

Advantage raised some queries, which our Investigator responded to. Advantage didn't reply to say whether it agreed with how our Investigator said the complaint should be resolved. So, 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.

It isn't in dispute that Mr L had a valid claim under the policy. So, Advantage needed to carry out a lasting and effective repair that put Mr L back in the position he was in before the incident. Mr L complained because he said that when Advantage rebuilt the wall, the middle pillar wasn't straight. He said the pillar was straight before the incident.

Advantage asked Mr L to arrange for an independent assessment. The independent assessment found that the pillar was leaning. It also showed that the original wall beneath the pillar was level. I note the report also found that the standard of the repair was poor because of missing mortar which left some of the bricks almost touching. The report included photos to support the findings.

Advantage's contractor said the pillar was already leaning and that the walls structural integrity had been affected by vegetation along the wall. Advantage hasn't provided photos or other evidence to support what its contractor said about the condition of the wall. I also note that when the contractor assessed the wall and prepared the costs, it said:

"80% of the wall have been affected and has formed a belly / lean from the impact / damage for us to re-build this and give our warranty, the rest of the wall 20% needs to be stripped on a step style and re-built from there to tie in correctly, the [policyholder] has been advised this by a third party also"

So, before the contractor started the work, it had identified a lean it said was because of the impact from the incident.

Based on what I've seen, I think the repair carried out by Advantage wasn't to a satisfactory standard and didn't put Mr L back in the position he was in before the incident.

Putting things right

So, I think Advantage needs to rebuild the middle pillar. In doing so, it will need to identify how to carry out a lasting and effective repair that is to a satisfactory standard. It should also increase the amount of compensation to £100 to reflect the inconvenience caused to Mr L because of the way it dealt with the claim and how it responded to his concerns about the repair. This includes the £30 it previously offered.

Advantage also asked Mr L to obtain an independent assessment of the repair. I'm not aware of Mr L having to pay for the assessment. However, if he did so and is able to provide Advantage with evidence of reasonable costs for the report, it should refund those costs.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require Advantage Insurance Company Limited to:

- Rebuild the middle pillar to a satisfactory standard to provide a lasting and effective repair.
- Pay Mr L and Mrs D a total of £100 compensation.
- Refund the reasonable cost of Mr L and Mrs D obtaining the independent assessment, if they had to pay for the report and can provide evidence of this.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr L to accept or reject my decision before 6 June 2024.

Louise O'Sullivan
Ombudsman