

The complaint

Mrs W is unhappy with how Andrew Smith assisted her in respect of a claim she made under her home insurance policy. She says it's responsible for inadequate repairs to her garage.

The loss assessor Mrs W instructed was an appointed representative of Andrew Smith, which means Andrew Smith is responsible for its actions. In my decision, any reference to Andrew Smith includes the actions of its appointed representative. For ease, I'll refer to the appointed representative as Andrew Smith.

What happened

In September 2021, Mrs W instructed a loss assessor who was an appointed representative of Andrew Smith to assist her with a claim under her home insurance policy. Mrs W authorised the loss assessor to negotiate and settle the claim on her behalf and to instruct contractors to undertake the reinstatement work. Mrs W's claim was for accidental damage to her garage roof which contained asbestos.

Mrs W's roof was replaced by Andrew Smith's contractors in December 2021. A few days later, Mrs W raised some concerns that the inside of the garage roof and supporting wood was wet. Andrew Smith told her this was because the roof panels had been stored outside and these would dry out in warmer weather.

After the works were completed, the insurer paid Mrs W a cash settlement and Andrew Smith sent her an invoice. Mrs W raised some concerns about the amount Andrew Smith charged her. Andrew Smith sent her a revised invoice, which was paid by Mrs W.

In November 2022, Mrs W raised concerns that the roof might be leaking. She said the roofing sheets had dried throughout the summer but following recent wet weather, they were wet again.

Andrew Smith arranged for its contractors to visit Mrs W's property. Andrew Smith told Mrs W the contractors had said there was no leak, and the damp was caused by condensation. The contractors attempted to resolve the issue, but they weren't able to.

Mrs W raised a complaint with Andrew Smith. She said she'd been told that the metal roof Andrew Smith's contractors had fitted, couldn't be considered a like for like replacement of her original asbestos roof. To resolve the issue, she asked for either a full refund of the amount awarded by the insurer or a genuine like for like replacement of her garage roof. She said if Andrew Smith chose the second option, she wanted to be told of the material beforehand.

Mrs W also raised some other concerns about the work that had been carried out by Andrew Smith's contractors.

Andrew Smith said it had checked with its contractor who had confirmed that the roofing material used was a suitable like for like modern replacement for the previous out of date material. It said the roof itself was not faulty and the install was completed correctly. The interior sheets used were designed to collect condensation and were working as they were.

supposed to. The nature of the design was that they may feel damp to the touch when the weather is humid, or water levels are high at Mrs W's property.

Andrew Smith noted that Mrs W claimed that fibre cement sheets should have been used instead of the plastisol metal sheets which were installed. But it said this was not the advice it received from its contractors. The contractors said the fibre cement sheets do not tend to condensate, but they do soak up water which can appear around fixings, and they also may not have the same longevity.

Andrew Smith said its role was to negotiate and manage an insurance claim which was based on Mrs W's existing property. The insurance claim would not allow for upgrading items as this was seen as betterment. Andrew Smith would not be offering to replace Mrs W's roof.

Andrew Smith didn't agree that Mrs W was entitled to redress for several other issues she'd raised. But it accepted that a mistake had been made in the electrical work. It offered to contact the electrician to return to the property to change a switch, so it was the correct way up and also check that a light bulb was working correctly.

Mrs W remained unhappy and asked our service to consider her concerns.

Our investigator thought Mrs W's complaint should be upheld. He didn't think Andrew Smith's contractors had carried out an effective and lasting repair. He recommended it either replace the current garage roof with an effective and lasting replacement or cover the cost of doing so. He also recommended it pay Mrs W £250 for distress and inconvenience.

Mrs W said she would like Andrew Smith to make a cash payment as it had previously refused her request for a like for like replacement of the roof. She said she also wanted to let us know about health concerns from removing mouldy furniture that had temporarily been stored in her garage over the Christmas period.

Mrs W also asked her to consider her concerns about the replacement of the garage fascia in October 2023. She said the builder had told her the problem with the garage roof contributed to the rotten status of the wood behind the old fascia. The replacement cost her £280.

Andrew Smith disagreed with our investigator's outcome. It said the roofing material used was an industry recognised like for like replacement for asbestos roofing. To replace the roof with anything else would be considered betterment, which was why the insurer and its loss adjuster authorised its use and the costs of doing so.

It said the replacement and materials used were sanctioned and approved as such by the insurer and loss adjuster. Therefore, if the Financial Ombudsman Service was determining the material was not suitable then the insurer must pay for the removal and replacement as it couldn't undertake any works that were not authorised by the insurer and its loss adjuster.

I issued a provisional decision on 8 May 2024, where I explained why I intended to uphold Mrs W's complaint. In that decision I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint."

Based on what I've seen so far, I intend to uphold Mrs W's complaint. I'll explain why.

I've considered everything Mrs W has told our service, but I'll be keeping my findings to what I believe to be the crux of the complaint. I wish to reassure Mrs W I've read and considered everything she has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

Garage roof

When Mrs W instructed Andrew Smith's appointed representative, she signed an agreement authorising it to act on her behalf "in relation to the Claim in accordance with the attached terms, included but not limited to:

"I/We authorise (Andrew Smith's appointed representative) to act on my/our behalf in relation to the Claim in accordance with the attached terms, including but not limited to:

- Negotiating and settling the Claim*
- Attending to all correspondence, telephone calls and meetings with the Insurer and /or Loss Adjuster in relation to the Claim;*
- Receiving payment of all monies in relation to the Claim, such monies to be made payable to (Andrew Smith's appointed representative);*
- Instructing contractors and suppliers ("Contractors") to undertake the reinstatement works arising out of the Claim;*
- Making all appropriate payments to the Contractors."*

It's not disputed that there is condensation on the inside of Mrs W's garage roof. However, Andrew Smith doesn't accept it's responsible for this.

Andrew Smith says if the incorrect materials were being used, the fault lies directly with:

- The roofing contractor who provided the original quotations and roofing work schedule for the scope of work.*
- The insurance provider and their loss adjuster for approving inadequate materials for use.*

Andrew Smith says it has not authority or mandate over the approval given by the insurer or its loss adjuster. As such, the work completed by the appointed subcontractor is reflected in the amount paid by the insurer.

Andrew Smith's role as a loss assessor was negotiating the cash settlement of Mrs W's claim and arranging the reinstatement work. I haven't been provided with anything to show its discussions with the insurer. However, Andrew Smith has said that its contractors completed the scope of work for the insurer's loss adjuster's approval. It says this included the roofing material recommended by the contractor.

Andrew Smith has commented that replacing the roof with anything else would have been considered betterment which is why the insurer and loss adjuster authorised its use and costs of doing so. Building insurance policies are generally policies of indemnity, which means they aim to put the policy holder back in the position they were just before the loss or damage happened. As Mrs W's original roof contained asbestos, it wasn't possible to replace it with one made of the same material. However, she was entitled to an effective and lasting repair to her garage. If the only way to achieve that was through betterment, then that would likely be the only fair solution.

Andrew Smith had a duty to act in Mrs W's best interests to ensure that she was properly indemnified for her loss. Given that the replacement roof doesn't appear to have resulted in an effective and lasting repair, Andrew Smith doesn't seem to have effectively negotiated a fair settlement for Mrs W.

I appreciate Andrew Smith feels that the roofing contractor is responsible for the inadequate repairs. However, Mrs W didn't have a contractual relationship with the roofing contractor. Her contractual relationship was with Andrew Smith's appointed representative. So, Andrew Smith is ultimately responsible for the quality of repairs.

Mrs W believes Andrew Smith's contractors replaced her roof with one which was made of an unsuitable material. She says it should have replaced it with one made of fibre cement rather than plastisol.

Mrs W has provided emails from two roofing suppliers which say fibre cement sheets are suitable replacements for asbestos sheets.

Andrew Smith has commented that the roofing suppliers both have disclaimers stating they are not roofing contractors or experts, but merely sell the materials to the trade.

I think Andrew Smith has raised a fair point here. One of the emails says:

*"Please make sure that all items listed will be suitable for you (sic) needs, we are not qualified roofers and cannot guarantee to have accounted for all items needed. All due care has been taken in preparing this, **we advise that you check with a QUALIFIED ROOFER before ordering.**"*

The other email has a disclaimer which says that any opinions expressed in it are those of the individual.

Mrs W has also provided a video recording of a conversation she had with one of the workers who attended her property in December 2022. In the recording Mrs W asks about fibre cement and the worker says it would be better because she wouldn't get all this condensation. These are anti-condensation sheets, so they hold water, so you don't get drips.

Mrs W comments that she didn't have this problem when she had the asbestos roof and the worker responds with: "No, you wouldn't have."

At the end of the recording Mrs W asks if fibre cement would be closest to asbestos and the worker agrees, it would have been.

Andrew Smith says it has spoken to the worker on the recording and he said he was unaware he was being recorded. It says he also commented that the recording was taken out of context, and it is normal for insurers to authorise the use of plastisol with condensation membrane due to the reduced costs and obligation to mitigate loss. Mrs W had not provided the whole conversation but only the part that suited her narrative. He also confirmed Mrs W had already determined she didn't like the plastisol sheeting and would have preferred fibre cement, so was continually asking him about it.

Mrs W has told us that the worker was aware he was being recorded in the video. Although I accept it's possible that he wasn't. I also appreciate there may have been more to the conversation. But I think the video does seem to support what Mrs W has said about the condensation issue happening because of the type of material used and this issue not occurring with her old asbestos roof.

Andrew Smith is correct in saying that the Financial Ombudsman Service are not qualified roofing specialists. We are reliant on the information and evidence provided by both parties to help us reach a fair and reasonable outcome to a complaint.

I think there is enough evidence to conclude that the reinstatement works Andrew Smith is responsible for didn't result in an effective and lasting repair to the damage caused by the insured event. And I think Andrew Smith needs to accept responsibility for this in its role as the loss assessor negotiating the settlement and dealing with the repairs.

I understand that Mrs W strongly believes that a fibre cement roof would have been the most suitable replacement. She would like Andrew Smith to provide a cash settlement so that she can arrange for the roof to be replaced.

However, I haven't seen sufficient evidence to conclude that replacing the roof with a fibre cement one is the only option to resolve the issue. In its final response to her complaint, Andrew Smith said its contractor had recommended some more cost-effective solutions such as applying anti-condensation paint, insulating the inside of the roof with boards, or using spray insulation foam.

Andrew Smith wasn't willing to consider these solutions previously because it believed these to be betterment. However, it might want to consider these now if it doesn't want to cover the cost of replacing the roof. But to be clear, I would expect whatever steps Andrew Smith takes to resolve the condensation issue and provide Mrs W with an effective and lasting repair to her garage.

I appreciate Mrs W's preference would be for Andrew Smith to pay her a cash settlement. But I think it would be fair to give it the opportunity to arrange for works to be carried out to resolve the condensation issue. So, it will be up to Andrew Smith to decide whether or not to do this or to arrange to replace the roof with one of a suitable material. Alternatively, it may decide to provide Mrs W with a cash settlement so she can arrange for the roof to be replaced with one of a suitable material. But if it does this, it should pay her enough to cover Mrs W's reasonable costs of getting the roof replaced.

Electrical work

In its final response to Mrs W's complaint, Andrew Smith accepted that a switch was installed upside down. It said it was willing to contact the electrician to return to the property and change the switch, so it was the right way up, and check if the bulb was working correctly.

When our investigator spoke to Andrew Smith during his investigation of the complaint, he was told the issues with the switch and flickering light had been rectified. However, Mrs W has recently told us these issues haven't been resolved.

As I haven't seen any evidence to support what Andrew Smith has said, I intend to direct it to resolve these electrical issues.

Other issues raised

In her complaint to Andrew Smith, Mrs W raised concerns that it didn't incur some of the costs listed in the schedule of works approved by the insurer, such as storage costs, shelving and a temporary roof.

In its response Andrew Smith said its contractors weren't obliged to use every item or service if they were not reasonably needed in order to complete the work to a satisfactory

standard. It said it had made several deductions from Mrs W's invoice as a gesture of goodwill.

When she brought her complaint to our service, Mrs W said she would like us to order Andrew Smith to refund her the temporary roof repair cost. She said it hadn't responded to her emails and texts informing it of how she was affected by the rain and storms. She said the money was awarded to her by her home insurer and should be returned to her because Andrew Smith did not do the work.

Andrew Smith says temporary repairs to the roof weren't carried out because its contractors confirmed that they would be able to complete the replacement in one day. It was decided that instead of making multiple trips to the property to temporarily repair the roof then replace it, they would just replace the roof at the first available opportunity. It says it deducted £90 from its invoice for the materials of the temporary roof repair.

I appreciate Mrs W feels she is entitled to the full amount her insurer paid for the temporary repair to the roof. But I haven't seen any evidence to show that Mrs W was negatively impacted by a temporary repair to the roof not being carried out. So, I don't intend to award any compensation for this.

Fascia replacement

Mrs W says the garage fascia needed to be replaced at a cost of £280. She says her builder told her the problem with the garage roof contributed to the rotten status of the wood behind the old fascia.

I understand the fascia was replaced in October 2023 which was a long time after Andrew Smith's final response letter of January 2023. And it doesn't look like Andrew Smith has had the opportunity to address this issue. So, I'm not able to consider this matter in my decision.

If Mrs W wants to complain about this, she would first need to raise it with Andrew Smith and give it the opportunity to look into it and respond. We may be able to consider this matter as a separate complaint if she remains unhappy.

Distress and inconvenience

I think Mrs W has experienced some unnecessary frustration and inconvenience because effective repairs to her garage weren't carried out and her concerns weren't adequately dealt with.

Mrs W says she experienced some health concerns when removing mouldy furniture that had temporarily been stored there before transporting it to a refuse centre. She says a large amount of mould came onto the clothes she was wearing, and it was an experience she would never forget.

Mrs W hasn't elaborated on how the mould impacted her health or provided any evidence to support this. But in any event, I don't think it would be fair to hold Andrew Smith responsible for her decision to temporarily store furniture in her garage, when she was aware there was an issue with damp.

I think the £250 compensation our investigator recommended fairly recognises the distress and inconvenience Mrs W has experienced as a result of Andrew Smith's poor service. So, I'm not minded to increase this."

I set out what I intended to direct Andrew Smith to do to put things right. And I gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses

Andrew Smith said the letter of authority Mrs W had signed when she instructed its appointed representative (AR) states very clearly the limitations of the service it provides. It said it does not state that it undertakes repairs itself. It strongly refutes the allegation that Andrew Smith / its AR is responsible for inadequate repairs.

Andrew Smith said it believed that as the insurance provider paid the cash settlement directly to Mrs W, the complaint was outside of the Financial Ombudsman Service's jurisdiction.

Andrew Smith also reiterated comments it had previously made about the insurer and its loss adjuster approving the material used for the replacement roof. It said Andrew Smith / its AR did not have any say or authority on what was approved as a suitable like for like replacement by the insurance provider. It did not recommend plastisol, this was recommended by the roofing contractor who completed the work. It said the covert recording Mrs W had provided was an out of context short extract of a conversation between her and the roofers who had recommended, quoted for, been approved by the insurer for, and had actually fitted the roof.

Andrew Smith said it had already established the emails from the two builders merchants could not be relied upon as proof of incorrect material being used as both contained disclaimers.

Andrew Smith said that if it was the case that the wrong materials were used, it was the roofing contractor that had acted incorrectly. Andrew Smith did not undertake the reinstatement works, therefore suggesting it should cover the cost of a full replacement and upgrade to materials superior to those quoted for and authorised by the insurer was simply ridiculous.

Andrew Smith felt that I'd ignored the fact that it / its AR had not received the monies from the insurers for the reinstatement works. It said Mrs W had signed a satisfaction note after the works had been completed by the contractor, following which the funds were paid directly to Mrs W from the insurance provider as a cash settlement.

Andrew Smith also commented that all trades people carry liability and indemnity insurance to cover eventualities such as this. It said for a claim to be valid it must be made by the party subject to the repair work. If Andrew Smith was to pay for the replacement of the roof, it wouldn't be able to reclaim the costs of doing so from either the insurance provider (as they deemed the original scope to be suitable) or the insurance of the roofing contractor who recommended and installed the roof.

Mrs W said she wanted Andrew Smith to pay her a cash settlement. This would be the £2,956.72 awarded by her home insurer as it included the cost for temporary roof repair and storage of garden furniture. With this amount and the compensation of £250 for stress caused, she would organise the installation of a fibre cement garage roof.

Mrs W commented on why she believed the other options that had been suggested by the contractors wouldn't resolve the issue. She said that if these proposed options failed, it would cause more stress and anxiety for her. She said she'd waited for over three months for the new roof to be installed and Andrew Smith could have responded to her reports of

rainstorms by organising a temporary roof repair to prevent the garage from being flooded again and again.

Mrs W said she'd never suggested the roof might be leaking. When she reported the problem in November 2022, she said it couldn't be explained but the contractors' initial explanation that the wetness of the roof underside was because of outdoor stocking of the roof sheets.

Mrs W said the recording she provided was a full short conversation. This had followed another conversation where the builder talked about different kinds of garage roofs and fibre cement was mentioned as a proper replacement for asbestos in modern times.

Mrs W confirmed that the issues with the electrical switch and flickering light had not been resolved.

Mrs W said she has never received any money from Andrew Smith for the non-existent temporary repair work. The cost for the temporary repair was £210. The contract with Andrew Smith's AR started in early September 2021. When she signed it, she was told that a temporary roof repair would be arranged first of all. The new roof wasn't installed until December 2021. There was a lot of rain and storms over that three month period. Water came through the roof crack and splattered onto the shelf (mounted on the wall) and the car beneath, and then onto various garage items. She'd had to use a bucket to catch water and various items inside the garage had to be thrown away.

Mrs W said she received a refund for £40 for the shelving. She said she asked for this and said to Andrew Smith's AR she would address the temporary roof issue later when she continued to monitor the condition of the wetness of the new roof. Andrew Smith's AR agreed to what she'd said and subsequently amended the invoice to her.

Mrs W also commented that I hadn't mentioned her home insurer's award of £557.16 for the removal and storage of garage furniture. She said she was forced into a situation where she had to remove the items from the garage and store them in her living room. This was very inconvenient. She said she wanted the £557.16 refunded to her.

Mrs W said she appreciated she hadn't raised the issue of the fascia replacement to Andrew Smith as it occurred after she'd sent her complaint to our service. She said the specific problem area of the garage roof had caused lichen to develop. She'd been warned by a professional builder that the new fascia would become rotten and would need to be replaced if the garage roof wasn't replaced.

Mrs W agreed it was unwise to put furniture in the garage. She said she'd temporarily stored it there over the Christmas period because she had guests and had no other place for it. She didn't anticipate it would need to be there for an extended period of time because she thought the issue would be resolved relatively quickly. She said she had health concerns because a lot of mould came onto her clothes. She sent a link to a news article about a young boy who had died after being exposed to mould. She said because of this she felt stressed.

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.

Andrew Smith says it believes this complaint is out of the Financial Ombudsman Service's jurisdiction because the insurer paid the cash settlement to Mrs W.

The Financial Ombudsman Service covers acts or omissions by a firm, or by its appointed representative or agents in carrying out a regulated activity.

The relevant regulated activity Andrew Smith's AR was performing was "*assisting in the administration and performance of a contract of insurance.*"

Any work a loss assessor does for a consumer in connection with an insurance claim while it's in the process of being considered and settled by the insurer is covered by this regulated activity. Once the insurance claim has been fully settled by the insurer, the contract of insurance has been fulfilled. So, any work the loss assessor does after the claim has been fully settled isn't likely to be in connection with the contract of insurance – so that work isn't covered by the regulated activity.

Andrew Smith has provided an example of a case which our service determined was out of our jurisdiction. Andrew Smith believes this was because the settlement was paid to the policyholder. However, our investigator determined that particular case was out of our jurisdiction because Andrew Smith's AR's services were engaged *after* the consumer had received the cash settlement from their insurer.

In Mrs W's case the repair works were completed by the contractors instructed by Andrew Smith's AR *before* the insurer paid the cash settlement. It doesn't make a difference that the payment was made to Mrs W rather than Andrew Smith / its AR. It was still performing the regulated activity I've referred to. So, I'm satisfied that we do have the power to consider Mrs W's complaint.

I appreciate Andrew Smith doesn't feel it is responsible for the quality of repairs that were carried out. But it was Andrew Smith's AR who instructed the contractors who carried out the work. So, they were acting as an agent of Andrew Smith's AR.

Andrew Smith says it didn't have any say or authority over what was approved as a suitable like for like replacement by the insurance provider. But it's also acknowledged that the roofing material was recommended by its contractors. There's nothing to suggest that the insurer wouldn't have agreed to a different type of material being used if this had been recommended as a more suitable replacement for Mrs W's existing roof.

Mrs W doesn't appear to have had a contractual relationship with the contractor who carried out the repairs. Her agreement was with Andrew Smith's AR who she'd authorised to negotiate and settle her claim and to instruct the contractors to undertake the reinstatement works arising out of the claim. While Andrew Smith didn't carry out the repairs itself, it was ultimately responsible for ensuring that the repairs were of an adequate quality.

Andrew Smith has suggested that I based my decision largely on the comments made by the builder in the recording Mrs W has provided. However, this isn't the case. I think it's clear from the information I've seen that there is an issue with condensation on the interior of Mrs W's roof. This is confirmed in Andrew Smith's AR's final response to Mrs W's complaint.

Contrary to what Andrew Smith has said in its response to my provisional decision, I didn't say it had to cover the cost of a full replacement of the roof. I said it needed to ensure Mrs W was provided with an effective and lasting repair to her garage by resolving the condensation issue with the current roof *or* replacing it with one of a suitable material *or* providing her with a cash settlement. So, I've given Andrew Smith several options to put things right for Mrs W.

Although I felt the recording supported what Mrs W had said about the condensation issues happening because of the type of material used, this wasn't enough to persuade me that the roof necessarily needed to be replaced with a one made out of fibre cement.

I appreciate Mrs W's preference would be a cash settlement from Andrew Smith which would allow her to replace the roof with one made out of her chosen material. I understand her apprehension about other options to resolve the issue potentially not working. However, I'm not a roofing expert, so I'm unable to comment on the likely effectiveness of the options that were mentioned in Andrew Smith's final response letter.

As explained in my provisional decision, I don't feel there's strong enough evidence to show that replacing the roof with one made of fibre cement was the only option to resolve the issue.

I understand that Mrs W would like Andrew Smith to reimburse her the amounts the insurer included in its settlement for costs it didn't incur such as the temporary roof replacement and furniture storage. These may have been included in the scope of work presented to the insurer but it's not unusual for this to change.

The agreement Mrs W signed with Andrew Smith was for it to provide loss adjusting services for Mrs W and for the settlement to be paid to Andrew Smith. Mrs W didn't incur the expense of a temporary roof or storage, so I'm not persuaded she is entitled to a payment for these costs. I acknowledge that she was inconvenienced because these things weren't put into place. However, I've considered this impact in the overall amount I think Andrew Smith should pay her to put things right.

I've explained why I'm unable to consider damage to the fascia in my decision. Mrs W's additional comments about this haven't made a difference to my findings.

I appreciate Mrs W has concerns that exposure to mould may have impacted her health. However, the news article Mrs W has referred to relates to a young boy who sadly passed away after prolonged exposure to mould in his home. This isn't the same as Mrs W being briefly exposed to mould when she removed her furniture from her garage. So, even if I was persuaded that Andrew Smith was responsible for her being exposed to mould, there's no evidence to suggest that her health was impacted by this.

I understand that Andrew Smith reduced the amount of its invoice, which meant Mrs W was able to retain £290 of the settlement paid by the insurer, after accounting for the policy excess. In my provisional decision I said I intended to award her £250 for distress and inconvenience. This brings the total compensation up to £540. This is in the range of what our service considers to be fair where the impact of a business's mistake has caused considerable distress, upset and worry – and/or significant inconvenience and disruption that needs a lot of extra effort to sort out. So, I think this reasonably recognises the impact of Andrew Smith's poor service on her.

I appreciate both parties are unhappy with my findings. But I've given careful consideration to both sides' arguments to reach what I believe to be a fair outcome. In summary, I'm satisfied that Andrew Smith was ultimately responsible for ensuring that the repairs to Mrs W's garage were effective and lasting. I don't think the repair works were completed to an adequate standard because there is evidence of an ongoing moisture issue. I haven't seen strong enough evidence to show that the only way of resolving the problem is by replacing the existing roof with one made out of fibre cement. That's why I've given Andrew Smith the option of other alternatives to put things right.

I have considered the distress and inconvenience Mrs W has experienced because of the poor service she's received from Andrew Smith and its agents. This includes her not being provided with a temporary roof or storage. However, as Andrew Smith had already reduced

its invoice to compensate her for some of this, I think a payment of £250 will reasonably compensate her for the overall distress and inconvenience she's been caused.

Putting things right

Andrew Smith should:

- Ensure Mrs W is provided with an effective and lasting repair to her garage by resolving the condensation issue with the current roof or replacing the roof with one of a suitable material or
- Provide Mrs W with a cash settlement to cover her reasonable costs of getting the roof replaced with one of a suitable material and
- Arrange for the electrical issues to be resolved and
- Pay Mrs W £250 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Mrs W's complaint and direct Andrew Smith to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 21 June 2024.

Anne Muscroft
Ombudsman