

The complaint

Mrs P complained about the way Advantage Insurance Company Limited repaired her property after she made a claim under her home insurance policy and the fact that some repairs were outstanding.

References to Advantage in this decision include its agents.

What happened

In February 2023 Mrs P made a claim to Advantage after a car crashed into her home, damaging her garden wall, paving and porch doors.

Advantage accepted the claim and instructed a property claims management company to handle it. That company in turn instructed a builder who recommended replacing the whole of the wall as it would be difficult to match the bricks.

Advantage rejected this suggestion. It said Mrs P wasn't entitled under her policy to have the whole wall rebuilt. It told the builder just to replace the damaged sections.

After the wall had been rebuilt, Mrs P complained that it was now a combination of different bricks and mortar colours. She also said that the pillar had been rebuilt with metric bricks on top of a course of imperial bricks which were a different size.

Advantage said Mrs P had been shown a sample of the bricks to be used and had been happy with the choice despite the variation in colour. Mrs P said she didn't recall this. It offered her £100 for the loss of appearance. Mrs P didn't accept this.

Mrs P brought her complaint to this service. While her complaint has been with us, the paving has been replaced.

Our Investigator recommended that the entire wall (including the pillar) should be rebuilt. She thought Advantage should pay Mrs P a total of £350 (including the £100 already offered) as compensation for its poor service. Lastly, she said Advantage should give Mrs P an update as to when her new doors would be fitted.

As Advantage didn't agree that it should rebuild the wall, the matter has been 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.

I understand that the wall was originally built with metric sized bricks and the pillar with imperial sized ones. Having reviewed photos of the repair, I can understand why Mrs P wasn't satisfied with the work. There isn't just a notable colour difference in the bricks but also in the case of the pillar a size difference.

When considering this claim, Advantage has relied upon the following term in the policy on how it settles claims:

“Matching sets, suites and carpets

*An individual item that’s part of a matching set of items or suite of furniture, sanitary ware or other bathroom fittings is classed as a singular item. **Your insurer** will pay you for individual damaged items but not for undamaged companion pieces.”*

It seems to me that Advantage has interpreted this as meaning that it is only liable to replace the damaged sections of the wall and pillar.

Sometimes an insurer can’t replace part of an item with an exact match, so they replace it with the nearest equivalent. Consumers are often unhappy with this as prior to the claim they had a set of the same sort of material and afterwards they don’t. But insurance policies normally only pay for damaged items. So, insurers think it’s unfair to expect them to pay for undamaged items that form part of a set.

Our normal position is that a compromise is a fair solution to the problem. That usually involves the insurer paying the consumer compensation to reflect the fact they’ve suffered a loss of match.

I’ve thought carefully whether that would be appropriate in this case. But based on the policy wording I’m not persuaded that in the circumstances of this case it’s reasonable to consider the undamaged bricks as “*undamaged companion pieces*” as the wall is one continuous structure rather than a collection of “*companion pieces*”. I think it’s fair to say the same of the pillar which is separated from the rest of the wall by a garden gate. Both the wall and the pillar were clearly damaged. As the pillar now appears to be leaning, I’m also not convinced that Advantage has carried out a lasting repair to which Mrs P was entitled under the policy.

In order to treat Mrs P fairly I think Advantage should rebuild the entire wall and pillar to provide her with a repair that is consistent in brick, appearance and will be lasting.

Looking at how Advantage has handled the claim I think Mrs P suffered unnecessary trouble and upset by having her wall and pillar partially rebuilt in non-matching bricks. She has also had to go through a winter with damaged front doors letting cold air in and a delay in replacing the garden paving. I think a total of £350 compensation (including the £100 already offered) is reasonable in the circumstances.

My final decision

For the reasons set out above, I uphold this complaint and require Advantage Insurance Company Limited to:

- rebuild Mrs P’s wall (including the pillar) as stated above;
- pay her £350 compensation for its poor service; and
- inform Mrs P when her new doors will be fitted.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs P to accept or reject my decision before 17 September 2024.

Elizabeth Grant
Ombudsman