

The complaint

Miss H has complained about how Protector Insurance UK (Protector) dealt with a claim under a block insurance policy.

References to Protector include companies and contractors acting on its behalf.

What happened

Miss H made a claim when water entered her property from the property above and caused damage. Protector asked Miss H to provide a cause of damage report and to confirm the leak had been stopped.

Miss H continued to contact Protector about the claim, including asking whether it could deal with the leak from the property above. Protector said it couldn't stop the leak. But it continued to progress the claim, including preparing a scope of works. A few months after Miss H first contacted it about the claim, Protector ran some leak detection tests and confirmed the leak had stopped. The works started at the property and were due to take three days. The contractor did most of the work but left before finishing painting the ceiling because he said there was a disagreement with Miss H's relative.

Miss H complained to Protector. She said the contractor had left the job unfinished. There had also been discrepancies throughout the claim which meant items had been missed from the scope of works. Shortly before the works were due to start, in error, she was told the claim would be cash settled. She said there had been poor communication during the claim. Miss H said her relative had been at the property and had asked questions about the claim. One contractor, who was on the phone, put the phone down on her. He also contacted the contractor at the property and told him to leave. She said her property hadn't been properly protected during the works, the kitchen sink was left full of paint, the painting hadn't been done properly and there was still mould in the bathroom. She wanted the outstanding issues to be dealt with. Miss H also said she had found further damage from the leak, which meant some flooring needed replacing.

When Protector replied, it didn't uphold the complaint. It said that, due to the breakdown in communication, it was willing to offer £161.56 to complete the outstanding work. This was a rub down and two coats of paint for the bedroom ceiling. It said the walls hadn't been rubbed down before they were repainted because they hadn't been damaged as part of the claim. They were only being repainted because they colour matched the damaged ceiling. It said the damage to the flooring wasn't consistent with the insured event and was more consistent with wear and tear. It asked for further details on the lack of protection to flooring and furniture during the works, the condition of the sink and what the outstanding issue was with a radiator. Following this, Protector closed the complaint because it didn't receive a reply.

Miss H complained to this service. Our Investigator upheld the complaint in part. She said Protector wasn't responsible for the delays while the leak was being fixed. She also said the repairs had been carried out in line with the scope of works. This Service also wouldn't expect an insurer to carry out repairs that weren't the result of the incident claimed for. However, there were communication issues and a delay after the leak was confirmed as

stopped. She said the offer of £161.56 to complete the works was reasonable but that Protector should also pay £150 compensation for the delays.

Miss H said the contractor had cut corners and hadn't done all the required work. So, the complaint was referred to me.

I issued my provisional decision on 4 July 2024. In my provisional decision, I explained the reasons why I was planning to uphold this complaint. I said:

I've looked at each of the issues raised in Miss H's complaint. I've also kept in mind that what Protector needed to do was put Miss H back in the position she was in just before the incident that led to the claim. I'm also aware that since Protector replied to Miss H's complaint, she has raised further concerns with this Service about the quality of the work carried out. However, Miss H would need to raise these issues with Protector so that it can consider them. I'm unable to comment on them.

Miss H said Protector didn't carry out the anti-fungal treatment that was meant to be completed as part of the works. There seemed to be two main reasons why she thought this. One was that Protector had said it would carry out anti-fungal treatment in the bedroom, but it wasn't listed on the scope of works. The other was that Miss H has said not all of the mould was cleared from the bathroom and mould had reappeared. So, I've thought about this.

I asked Protector about the anti-fungal treatment for the bedroom not being listed on the scope of works, given it had agreed to carry this out. It acknowledged it wasn't listed on the scope of works, but said it carried out the treatment. So, I asked Protector how it knew this had been done. Its contractor explained it had carried out the work and the person who had carried out the work had confirmed he had done so. The contractor also said the issue with the anti-fungal treatment not being on the scope of works was that it had done the work and then not charged Protector for it, rather than that it hadn't carried it out. The contractor also confirmed the product it had used and that it was suitable for both the bathroom and the bedroom.

I've also looked at what other evidence is available to see what this might indicate about the anti-fungal treatment. After the contractor carried out the work, he took a video of the bedroom. I've also seen photos taken by the contractor. There is no visible mould in these and I think this indicates that mould removal was carried out. As part of dealing with the mould, anti-fungal treatment was meant to be applied, which the contractor has said he did.

Miss H also didn't think the anti-fungal treatment had been carried out in the bathroom. So, I've thought about this, including whether this indicates what might have happened about using the treatment in the bedroom. Antifungal treatment was listed on the scope of works for the bathroom. Miss H has said that after the works were carried out there was still mould on some bathroom tiles. I think it's difficult to tell from the photos if it's mould. Protector has also said it thinks some of the issue is that the grout is discoloured. Protector didn't need to restore Miss H's property to what it was like when new. I'm also mindful that some areas being repaired might have created more of a contrast or highlighted issues, such as discoloured grout or tiles, that were pre-existing. I've also looked at a video the contractor took of the bathroom after the work was completed. This didn't show any obvious signs of mould.

Miss H has also said mould has reappeared in the bathroom. It's my understanding that, at the request of Miss H, Protector is again investigating whether there is a leak from the property above. Bathrooms are also often a damp environment where damp can grow. So, I think there are other reasons why mould might still be growing.

On balance, I think it's more likely than not that anti-fungal treatment was carried out in both the bathroom and the bedroom. I think the evidence shows that the mould was dealt with at the time and, from what I can see, the contractor knew he had to carry out the anti-fungal treatment in both the bathroom and bedroom. Protector is now investigating whether there is still a leak affecting the property, which might also explain ongoing issues with mould. Miss H would need to raise a new complaint with Protector if she is unhappy with what its investigations conclude. I'm unable to comment on this any further, as it doesn't form part of the complaint I'm looking at.

Miss H was also concerned that some walls had been repainted, but the screws hadn't been removed and there were imperfections in the wall. It's my understanding that the walls weren't damaged by the escape of water. Protector repainted them because the walls colour matched the ceiling. What Protector needed to do was put Miss H in the position she was in immediately before the incident. It did this by repainting the walls. But, before the incident the walls had screws in them and imperfections. So, I don't currently think Protector needed to deal with those issues.

Miss H was also concerned by the condition of the skirting boards. It's my understanding that the skirting boards weren't damaged in the incident, but that Protector removed some mould and painted them with gloss paint. After they were repainted, I can see there were various imperfections in the skirting boards and with their finish, including some paint drips. But, Protector has said this was the condition of the skirting boards before it repainted them. On balance, I'm persuaded that by repainting the skirting boards Protector put Miss H back in the position she was in immediately before the incident, which included that there were pre-existing issues with the finish of them. So, I don't currently intend to require Protector to do anything further in relation to the skirting boards.

Miss H also complained about some other issues. Protector requested further details, but Miss H didn't reply. I think it was reasonable that Protector didn't comment on these further. But, for completeness, I've looked at these.

It's my understanding that Miss H was concerned that a radiator hadn't been repainted. However, I've seen no evidence this was damaged by the incident. So, I don't think Protector needed to repaint it as part of the works.

Miss H also said floors and furniture hadn't been properly protected. In some of the photos Miss H provided, I can see the flooring had been covered. I also haven't seen evidence of damage to floors or furniture due to items not being properly covered during the works. So, I don't think Protector needed to take further action on this issue.

Miss H said there was also a lot of paint left in her kitchen sink, it shouldn't have been used by the contractor and he should have cleaned it before he left. I've seen the photo of the sink. I'm aware Miss H said she had tried to clean the sink twice. I didn't see evidence of paint in the sink, although I could see a small white mark that might have been paint. Miss H also didn't provide any further comments to Protector when it asked for details of any damage to the sink. I'm also mindful that the contractor left at short notice due to the difficult conversation with Miss H's relative. So, even if the contractor did use the sink, I'm not persuaded it was realistic for him to check whether there was any paint left on it. Based on the evidence I've seen, I don't think Protector needs to take any further action on the sink.

Miss H said there was also damage to the floor beneath a wardrobe. So, I've also thought about this. Miss H thought this damage was the result of the escape of water. Protector has said it wasn't. It said it was more consistent with a large spill of water that collected under the wardrobe. I asked Protector more about this. It didn't provide further details about a water

spill, but it said the damage from the escape of water resulted in minor plaster debonding. The water had entered directly above the bed. There was only minor staining and there was nothing to suggest a large volume of water had reached the floor or caused damage to the floor. Based on what Protector has said, I'm more persuaded that the damage to the floor under the wardrobe wasn't the result of the escape of water. So, that meant Protector didn't need to deal with it.

I'm aware there was also a disagreement between the contractor and Miss H's relative. The contractor left the property following this. I don't think I can fairly say it was unreasonable for the contractor to leave in those circumstances, if he thought he needed to do so.

Following this, Protector offered a cash settlement so Miss H could arrange for the bedroom ceiling to be painted. I think that was a reasonable way forward. It offered £161.56 for this work. I asked Protector for more details about how it calculated the amount it offered. It told me the amount it would have paid its own contractor to do the work and the rate it used for its offer to Miss H, which was higher. It said this was a fair and reasonable amount for an independent contractor to do the work.

Miss H has said a contractor would need to be paid to do a first coat of paint and then wait around to apply a second coat. I would normally expect a contractor to calculate how much it would cost to do the required work. I wouldn't expect an insurer to pay a contractor's time if they decided to wait around while the paint dried. Miss H has also said the amount offered only covers the paint cost. I haven't seen evidence that the ceiling was previously painted with a specialist paint or there was some other reason why the paint would cost so much. Based on what I've seen, I'm currently of the view that Protector's settlement offer for the ceiling to be painted was reasonable.

I've also thought about compensation. I think some of Miss H's concerns about the claim were while the leak was being dealt with. It wasn't down to Protector to deal with the leak and it was limited in what it could do while it was ongoing. However, when the leak was stopped, there was a delay in Protector starting the drying process, which also affected the repair work. Although Miss H was concerned about several aspects of the claim, I think some of this was down to a difference in expectations between Protector and Miss H about what could be done as part of the claim.

It's understandable that Miss H was concerned about the condition of her home and when and how the work would take place, but I think Protector also tried to explain the limits on what it could do and why. However, I think it could have communicated better with Miss H at times including when she asked how much it would offer as a cash settlement for the claim if she wanted to do the work herself. I think it could also have progressed the claim more quickly once it was confirmed the leak had stopped. Based on what I've seen, I think Protector should pay £150 compensation, which I think this fairly reflects the impact on Miss H of these issues.

I asked both parties to send me any more information or evidence they wanted me to look at by 1 August 2024.

Protector accepted my provisional decision.

Miss H didn't agree with my provisional decision and provided comments and some photos. In summary, these were:

- The case had been ongoing for 1.5 years which had affected her health. The time spent on dealing with, and chasing, communications had been significant.*

- There had been a lack of communication and professionalism throughout. This wouldn't have gone on for 1.5 years if that hadn't been the case.
- Basic requirements, such as two copies of assessments or paper versions of the scope, hadn't been met.
- Protector did nothing to intervene and support her. Protector sometimes took more than five days to reply to emails. It was impossible to get through to Protector on the phone and a waste of time.
- She had to request that the anti-fungal treatment was added to the scope because this was initially missed. Photos showed clear evidence of damp and mould. There were discrepancies in communication and the scope that weren't addressed in the report.
- The bathroom ceiling and tiles weren't treated with anti-fungal and were painted with bedroom emulsion instead of moisture resistant paint, leading to black mould after six months.
- Surfaces with black mould weren't properly prepared by sanding and using anti-fungal treatment.
- My evidence only showed videos after painting. My report raised more confusion rather than clarity.
- The tradesman told Miss H he was a professional plasterer, not a painter-decorator. He painted the ceiling with a two-inch brush which was not appropriate for the task.
- A family member, who was a retired builder, was surprised the entire flat was completed in just two days with two coats of paint.
- The scope specified a two square metre plasterboard to repair the ceiling. The tradesman didn't follow this and instead plastered the crack, indicating he didn't have a copy of the scope or know what he had to do.
- There was damage to the floor from the water leak. Miss H wanted a surveyor to inspect the damage.
- She wanted immediate reinstatement of her home and £500 compensation to cover the cost of her contractor and resources.

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 and for the reasons given in my provisional decision. As part of that I've considered each of the points Miss H has raised, even if I don't comment on them here. I've focussed my comments on the issues I consider key to making a fair and reasonable decision.

Miss H has said the contractor didn't have the scope of works. I've seen an email he was sent at the start of the work that had the scope attached to it. So, I think he had access to the scope of works, even if he didn't have a paper copy of it.

Miss H has also said the contractor wasn't a painter-decorator and that he used a two-inch paintbrush to paint a ceiling. Protector has said he is a very good decorator, as well as being a qualified plasterer, who had completed many jobs, including full decoration of complete houses. I've also seen a photo taken at Miss H's property that showed a paint roller in a paint tray. Protector had also said he likely used a 2-inch paint brush to cut-in at the wall ceiling juncture. I also note that the scope of works listed a two linear metre "*Crack repair – Plaster – up to 75mm*", rather than two square metres of plasterboard. Miss H has also said a relative was surprised the "*entire flat*" could be painted in two days. However, the entire flat wasn't being redecorated, it was only the areas specified in the scope of works. Overall, I think the contractor did the work required and that he was an appropriate person to do so.

As part of that, I remain of the view that the anti-fungal treatment was likely to have been carried out. Miss H has said that black mould returned after six months. However, I've seen evidence of Protector investigating a leak at the property after this work was completed. In my provisional decision, I explained my reasons for saying I thought it was likely the anti-fungal treatment had been carried out, including that this leak might explain some of the ongoing mould issues. I'm not persuaded to change my view on this.

I also looked at communication issues and the reasons for delays during the claim, which included that the leak needed to be stopped before Protector could properly start to progress the claim. I also explained my view on the water damage to the floor. I haven't found any reason to change my view on these points.

Miss H has said she wants £500 compensation to cover the cost of her contractor and resources. I explained why I thought the amount offered to pay the cost of a contractor, £161.56, was fair. I also said why I thought £150 was fair compensation for the issues identified, which was a separate amount. I remain of the view that those amounts are fair and reasonable.

Having looked again at the circumstances of the claim and complaint again, including Miss H's further comments, I require Protector to pay £150 compensation for the communication issues.

Putting things right

Protector should pay Miss H £150 compensation.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that I uphold this complaint. I require Protector Insurance UK to pay Miss H £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 6 September 2024.

Louise O'Sullivan
Ombudsman