

## **The complaint**

Mr G complains about the repairs Gresham Insurance Company Limited (“Gresham”) arranged when his shower was damaged, under his home buildings insurance policy.

Mr G is represented by his daughter, but I’ll refer to Mr G in my decision for ease.

## **What happened**

In November 2023 Mr G accidentally damaged the shower tray in his bathroom. He contacted Gresham to make a claim under his policy, which it accepted. He says the contractor Gresham appointed had to replace the shower. It told him the original shower tray and screen had been discontinued. But it could get a replacement that was a little bigger but would still fit.

Mr G says the replacement doesn’t allow enough room for him to get into the shower. He says this is because there is only a 12-inch gap between the shower screen and the washbasin. The original shower provided a larger gap for him to get into the shower. Mr G also says that Gresham’s contractor did a poor job of replacing some tiles.

In its final complaint response Gresham says it replaced the shower tray and screen. However, the screen shattered, which meant the work had to be re-done. It says its contractor has offered to return to address Mr G’s issues with the tiling. But he refused to allow this. Gresham says that under its policy terms it’s able to provide a replacement. As Mr G’s shower had been discontinued it offered the current model of the same manufactured unit from the same company. It says it has fulfilled its requirement for Mr G’s claim in taking the action it has.

Gresham offered Mr G £100 compensation for the additional inconvenience it says he experienced during his claim.

Mr G didn’t think he’d been treated fairly and referred the matter to our service. Our investigator didn’t uphold his complaint. She says Gresham initially offered a cash settlement as it couldn’t provide a like-for-like replacement. As Mr G declined this offer it opted to provide a replacement that was similar to the original shower tray and screen. Our investigator felt Gresham had acted in line with its policy terms. And didn’t ask it to do anything more.

Mr G didn’t agree with our investigator’s findings and asked for an ombudsman to consider the matter.

It has been passed to me to decide.

I issued a provisional decision in January 2025 explaining that I was intending to uphold Mr G’s complaint. Here’s what I said:

*provisional findings*

*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'm upholding Mr G's complaint. Let me explain.*

*Mr G's policy terms say:*

*"We can choose to settle your claim by:*

*Replacing, reinstating, repairing, payment. Replacement will be on a like for like basis or based on the nearest equivalent in the current market."*

*Gresham offered a cash settlement. Mr G didn't want this, so it agreed to replace his shower tray and screen and make good any tiles that were damaged in the process. I think this was a reasonable approach and in line with its policy terms. But we expect that any repairs or replacement work Gresham carries out to be effective and long lasting. In this case Mr G has shown that he can't get into the replacement shower. This can't reasonably be considered an effective repair/replacement.*

*In its submissions to our service Gresham explains that the original shower tray/screen had been discontinued. It says Mr G was adamant that he wanted a replacement from the same manufacturer. So, it suggested installing the current model of Mr G's shower, which was manufactured by the same company. Gresham says that Mr G agreed to this and says this means it has fulfilled what is expected under his policy cover.*

*I've thought carefully about what Gresham has said. But I don't think it's shown that it made Mr G aware of how small the gap would be to get into the replacement shower. From the photos supplied the space between the edge of the shower screen and the washbasin is just over 30cm. I've seen a photo of Mr G attempting to fit through this gap, but it isn't wide enough.*

*The measurements for the original shower aren't available. But I have seen photos of it to compare with the replacement. Using the floor tiles as a guide it's clear that the new enclosure is larger. It extends further into the bathroom. The space available to access the original shower isn't huge, but it does allow more room than is currently the case with its replacement. I don't think it's unreasonable for Mr G to expect to be able to access his shower. This isn't possible with the replacement Gresham arranged.*

*Having considered all of this I don't think Gresham has treated Mr G fairly. It should arrange for the shower enclosure to be replaced with one that allows easy access. If any tiling is damaged as a result it should make good the repairs.*

*I note Gresham's comments that its contractor was prepared to reattend to resolve any issues Mr G had with the tiling. I think this was fair. This can be arranged during the course of the remedial work.*

*I've thought about the impact this has had on Mr G. He's been without a usable shower since November 2023. I note he's been able to visit his daughter's home to access washing facilities. I can see that Gresham did offer to provide a temporary bathroom or consider alternative accommodation. This is when the replacement shower screen shattered, and there was a delay sourcing a replacement. Mr G declined this offer. But the repairs Gresham arranged should've left him with a useable shower. Because of the inconvenience, disruption, and distress this caused Mr G over a considerable period, I think it's fair that it pays him compensation.*

*I'm able to consider up to the date of Gresham's final complaint response. This was on 2 July 2024. The business offered Mr G £100 compensation. But given for the lack of use of his shower over this period I think a further payment of £300 is fair.*

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Mr G responded to say that he'd been left with out a useable shower. He says he's elderly and shouldn't have been left in this position.

Gresham responded to say it didn't think my provisional decision utilised the available evidence. It says the photos don't support my view that the new shower enclosure is larger. It says at no time has any work been undertaken on the floor tiles.

### **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'm not persuaded to change my provisional decision.

I acknowledge what Mr G says – but my provisional decision upheld his complaint. The remedy I set out will ensure he has a shower he can access, plus compensation for the distress and inconvenience he experienced. I can see no reason to change my view based on his further comments.

I've revisited the photos and evidence provided by Gresham. The new shower enclosure is larger. Not by much, but there isn't enough room in Mr G's bathroom to allow for this. This is clearly evidenced when using the grout lines on the floor tiles as a reference. The enclosure is also shaped slightly differently. Again, not by much but enough to make access very difficult, because of the smaller gap it leaves between the enclosure glass and the washbasin.

The crux of the matter is that Mr G was able to access his shower prior to it being replaced by Gresham. He can no longer do this. It's incumbent on Gresham to ensure it carried out an effective repair/replacement of the damaged shower. It hasn't done this for the reasons I've already explained.

As neither party has persuaded me that there is cause to change my provisional decision, this will now become my final decision.

### **My final decision**

My final decision is to uphold this complaint. Gresham Insurance Company Limited should:

- replace the shower enclosure with one that allows easy access, making good any damage caused during the installation; and
- pay Mr G a further £300 compensation for the distress and inconvenience it caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 28 February 2025.

Mike Waldron

**Ombudsman**