

The complaint

Miss G complains that Brooklin Claims Consultants Ltd (BCC) have provided poor repairs and service when dealing with her claim for a fire at her property.

What happened

In February 2022 Miss G had a fire at her property and made a claim on her buildings and contents insurance.

The day after the fire, she signed a mandate agreeing to BCC – who are loss assessors - representing her in negotiating and settling the claim and arranging for the repairs.

Miss G subsequently complained about delays and the quality of the repairs that BCC arranged. She was told that she was able to return to her home, but when she arrived the work was not completed, and she had to move back to her parents, and some work was either poor quality or not completed.

BCC agreed to re-do some of the repairs and the whole process took longer than expected and caused distress and inconvenience to Miss G and her family, Miss G complained but BCC didn't send a final response letter.

Miss G brought her complaint to us and one of our investigators looked into it. He thought that BCC should pay £750 compensation to Miss G by way of an apology and that they should either arrange for further repairs or offer a further cash settlement.

Both Miss G and BCC disagreed with our investigator's view, and so the case came to me to review.

I issued a provisional decision on the complaint. My provisional findings were as follows: I'm partially upholding this complaint and suggesting a different outcome and I will explain why.

I am upholding Miss G's complaint and I will explain why.

Under our power to consider complaints, we operate under a set of rules laid down by Parliament under the Financial Services and Markets Act 2000, published by the Financial Conduct Authority (FCA) and known as the DISP rules. They set out the complaints that we can – and can't – investigate.

With complaints about loss assessors, we are able to consider the actions and quality of repairs arranged by the loss assessor, but only up to the date that the insurer has fully settled the claim. Miss G's insurers have confirmed that the claim was fully settled on 9 November 2023. So, under our jurisdiction, I've considered BCC's actions up to this date. Any repair work which happened after this date or any damage caused as a result of the repair work, I'm not able to comment on.

We are also only able to look at complaints about work that was undertaken as part of the insured works – so only reinstatement work that is needed because of the fire. I understand that Miss G agreed and paid for additional work with the contractors. Unfortunately, I'm not able to comment on errors in the work that was agreed by private arrangement with the contractors.

Delay in starting work

Although the loss assessors were appointed on 26 February 2022, work didn't commence until 20 March 2023. Miss G and her daughter moved to her parents, and her son moved into a hotel. I'm sorry to learn that in March 2022, Miss G's son died, which was devastating for the family, who were already in very difficult circumstances, and has obviously impacted the emotional effect of any issues that arose with the insured work.

The insurers confirmed liability was engaged on 13 April and loss adjusters visited on 27 April, and prepared a full scope on 6 May 2022. Throughout June to September there was a lot of correspondence between BCC and the loss adjuster about the scope, with a scope finally being agreed and sent out to tender in October.

Following that, a structural engineer was engaged to look at the roof structure, further amendments were made to the scope, and eventually a contractor was engaged in March 2023 and started work.

While I appreciate that this is a long time for the work to be started, claims of this nature are complex, and I can see that BCC actively working on the case and were chasing for responses throughout. So, while I appreciate this delay would have impacted Miss G given everything that was going on, I can't say that the delay was avoidable, and so I don't think BCC have done anything wrong here.

Issues on returning to the property

Mrs G and her daughter moved to alternative accommodation in May 2022. She was advised to give notice on her rental property for when the works would be completed, but when she came to move back into her home in June 2023, work was still ongoing and it wasn't liveable as there was no bedroom window upstairs, no running water and no electrics in the kitchen. Miss G had to return to her parents and wasn't able to move back home until 24 September 2023.

When she finally moved back into the property, she identified a number of issues about the work and made contact with BCC. Subsequently, BCC agreed to, and completed rectification work to the bathroom sliding door, the bathroom cupboard door, glazing in the hallway and replacing the LVT three times.

In July there was a leak in the dormer roof which failed, and BCC had to authorise repairing the dormer, replastering and repainting. They mistakenly painted it in silk rather than matt and it had to be redone again which caused further inconvenience.

I consider that having given up her rental property and not being able to move back in has caused Miss G significant inconvenience lasting three further months. Alongside that, she has had to liaise with BCC regarding work that wasn't completed properly and had the distress of the roof leaking.

This is not the level of service that we would expect from a loss assessor, and I can understand how the additional inconvenience caused extra distress to Miss G at a time when she was grieving. And so, for these reasons, I think that an award of distress and

inconvenience is justified for the period from June to September 2023, and I agree with the investigator that £750 is appropriate.

The dormer failed again in December 2023 and despite BCC promising to send someone out to cover it up, this didn't happen until February 2024. This caused further damage and repairs. Unfortunately, as I can't consider anything that has happened after November 2023, I'm unable to take account of this when making my decision.

Electrics

Miss G has complained that the electrics are a fire hazard as there is no earthing from the consumer unit to the light fittings. She argues that the scope of works included any improvement and upgrading to wiring where it was required.

I've seen the electrical certificate that was issued, and the earthing for the light fittings is on the certificate as a C3 advisory. This means that it isn't required for the issue of the certificate, but it is something that it is recommended is upgraded. It advises that only plastic or class 2 light fittings and switches are used, which I understand is the case.

Having looked at the scope of works, I can see that it only covers upgrading of wiring if it is required for the issue of the certificate. Although I can understand Miss G's concerns, as the earthing work is only recommended and not essential or considered dangerous, I'm satisfied that BCC have completed the works that are required, and don't need to do anything further.

Slabs

I understand that 7 patio slabs were damaged during the construction process due to a lack of care by the builders. BCC have offered a cash settlement of £250 for this, based on their own contractor rates.

Miss G says that the slabs are no longer available and that she would need to relay the whole patio at a much higher cost, as otherwise it won't match. While I appreciate that it might be difficult to get a match, and it may not be perfect, I don't agree that BCC should replace the whole patio, as that would mean a significant betterment, and we only expect them to put right the damage that their contractors have caused.

So, I'm proposing that either BCC replace the slabs, or pay the £250 they have offered. I think this sum offered is fair as Miss G has provided me with evidence that she can get the slabs replaced for that sum.

The trickle vents

The new windows haven't been fitted with trickle vents which are required to make them compliant with building regulations. I understand that BCC have previously offered £100 to cash settle for this, and there are five windows that were covered as part of the scope of works, including one that may need scaffolding. BCC have disputed that the window for the Juliette balcony should be covered as Miss G upgraded this window, but I disagree, as although it was a different style of window, it was still one that needed replacing as part of the scope and still needs a trickle vent.

Miss G has tried to get quotes for the window rectification, but she has been told by a contractor that it isn't possible to fit trickle vents to windows once they are installed as they need to be machined out at the point of manufacture, so I'm not sure she will be able to get this work completed herself. I'm also concerned that if Miss G gets a third party to undertake this work, it may invalidate any warranty that she has on the windows.

For this reason, I don't consider that a cash settlement for the windows is appropriate, and I intend to direct BCC to ask their contractors to resolve this issue and fit the trickle vents to the windows. If that means that the windows have to be replaced in order to do this, then that will be BCC's responsibility.

My direction only applies to the windows that were replaced as part of the insured works. I understand that there were some additional windows that Miss G asked to be replaced which she paid the contractors privately for. As these are outside the insured works, I can't direct BCC to rectify these, and Miss G will need to take this up with the contractors directly.

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.

BCC have responded to my provisional decision, and have confirmed that they have found a contractor who is able to fit the trickle vents to the windows. They have said that if however, Miss G wishes to have a cash settlement as previously suggested they will offer £400. This is up to Mrs G, but in the first instance I would expect, as detailed below, that BCC should arrange for the vents to be fitted, and if this isn't possible, arrange replacements.

BCC have accepted the my proposal for the slabs and the compensation. And so for the reasons I have given above, I am making my final decision in line with my provisional findings.

Putting things right

In order to put things right, BCC should:

- Arrange for their contractors to rectify the issue with the windows by fitting trickle vents to them, or if this isn't possible, replacing the windows with ones that have trickle vents, to ensure building regulation compliance.
- Source and replace Miss G's broken slabs, with an exact match. If Miss G would prefer a cash settlement, pay £250 for this.
- Pay Miss G £750 to apologise for any distress and inconvenience caused by the delays and poor service.

My final decision

My final decision is that I'm upholding Miss G's complaint and directing Brooklin Claim Consultants Ltd to put things right as outlined above.

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

Joanne Ward
Ombudsman