

## **The complaint**

Mrs L is unhappy with the repairs China Taiping Insurance (UK) Co Ltd (China Taiping) completed on her home after she made a claim under her building's insurance policy.

Any references to China Taiping also include its agents.

## **What happened**

Mrs L's home was burgled. Her front door and downstairs front window were damaged, along with items stolen from her home. She contacted China Taiping to make a claim under her policy. China Taiping accepted the claim. And along with settling the theft claim, it agreed to Mrs L's request to fit a new upgraded UPVc door, at Mrs L's expense, and to fix her window.

Mrs L complained to China Taiping about the quality of the repairs. She said the front door wasn't adequately installed which has led to vibrational cracking and structural issues around the doorframe. She also says the repairs completed to the downstairs bay window have caused cracking in the upstairs bedroom directly above.

China Taiping considered Mrs L's complaint. And it appointed a surveyor to inspect the property. The surveyor concluded the damage was not claim related and any repairs would be considered betterment. It therefore declined to cover the repairs. Mrs L remained unhappy and referred a complaint to this Service.

Our Investigator wasn't persuaded the damage Mrs L identified was the result of poor repairs. So, he didn't uphold the complaint. Mrs L disagreed so she asked for an Ombudsman to consider the complaint.

I issued a provisional decision on Mrs L's complaint. This is what I said about what I'd 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.*

### *Additional damage to the area around the front door*

*Mrs L's policy covers her for loss or damage caused by theft. And the policy terms say China Taiping will repair or replace the damage in settlement of the claim, which is what it did.*

*Insurance policies offer indemnity, which means they aim to put the policyholder back in the position they were in just before the loss or damage happened. In this case, that meant China Taiping needed to replace Mrs L's door with the same type she had before the burglary i.e. a wooden one.*

*But Mrs L wanted to upgrade her home, so she asked China Taiping if it would fit and install a UPVc door to make her home more secure. China Taiping agreed but said Mrs L needed*

*to pay for the door herself. She agreed to do this. However, she says the door hasn't been adequately installed, which has led to cracking around the doorframe.*

*When an insurer chooses to settle a claim this way, we expect it to carry out an effective and lasting repair. To be effective the repair must fully put right the damage. And to be lasting it must do so for an appropriate amount of time. So, as part of my decision, I've considered whether China Taiping carried out such repair in settlement of the claim.*

*After Mrs L got in touch with China Taiping to raise her concerns about the quality of the repairs, it arranged for a window and doors specialist to inspect the property. Its report concluded "...there is also cracks at the junction of the dwarf wall and side wall of the porch. Although it is not possible to be 100% confident, we are of the opinion that the wall has not been keyed in sufficiently to the porch side walls. Originally, there would have been far more substantial timber framework to that which is currently in-situ, which would have not affected the stability of the wall." And it recommended a builder to complete the repairs.*

*Sometime later, China Taiping arranged for a chartered building surveyor to inspect Mrs L's home and to give their opinion on the cause of the damage. I've carefully considered this report. The surveyor explained "the rendered panels are single brick wide with render externally and plaster internally and have limited structural integrity. The original (when built) door frame would have been hardwood and of a good size section...and would have supported the door...The UPVc frame installed has limited structural integrity and is designed to be fixed to a suitable structural wall or other structural element."*

*The surveyor goes on to say "the replacement UPVc frame and composite door are understood to have been installed to replace the original wooden frame and door at the insureds request. The replacement UPVc frame will be slightly less stiff than the original softwood and subject to more vibration. This will affect the surrounding structure where the frame interfaces with it. This is not a structural defect and can be over come with the use of flexible filler when decorating."*

*Having considered these reports carefully, I think they both conclude the UPVc doorframe is less structurally sound than the original wooden doorframe and therefore subject to more vibrational movement. And it's these vibrations when the door is in operation that has led to the cracking in the area around the door. Whilst I don't discount the surveyor's comments that the vibrational cracking isn't the result of a structural defect, it seems on balance, that the door frame in which the UPVc door sits isn't as structurally secure as it needs to be to ensure an effective and lasting repair. I think steps should have been taken to ensure the change of material in the new door and frame was unlikely to cause damage. That didn't happen and Mrs L's home has suffered further damage as a result of the way the UPVc door was installed. So, I don't think an effective and lasting repair has happened, like I'd expect it to.*

*I've now gone on to think about what steps, if any, China Taiping ought to do to put things right.*

*China Taiping has said it was Mrs L's decision to install a new type of door. And given the surveyor who inspected Mrs L's home said the cracking isn't the result of a structural defect, it feels it's unfair for it to repair issues resulting from something not claim related. It has also said that any further repairs would amount to betterment – which is when a policyholder ends up in a better position than they were prior to the loss or damage happening.*

*Whilst I accept Mrs L did request a UPVc door, her request was accepted by China Taiping. And China Taiping took responsibility for it as part of the claim. It therefore still had a responsibility to complete an effecting and lasting repair.*

*It's clear the new door and frame amounted to betterment. But Mrs L paid extra for it, so I don't think that betterment disadvantaged China Taiping.*

*In choosing to replace the door with something different to the original, I think Mrs L was always liable for any additional costs in ensuring it was adequately installed. But I can't see any evidence of a discussion between China Taiping and Mrs L around the need to strengthen the doorframe or the surrounding walls, prior to the repairs. So, I don't think Mrs L was put in an informed position at the time on what action was needed or the costs involved in ensuring an effective and lasting repair.*

*Although I've not been presented with any additional costs Mrs L may have incurred in strengthening the doorframe/walls at the point of installation, which I think would have been a factor in her decision making, Mrs L was clear that she wanted to make her home more secure. It therefore seems more likely than not she would have always gone ahead with any additional work to ensure the door was installed effectively and it's something she would have always needed to pay. Therefore, in principle, the repairs the surveyor recommended in strengthening the walls would be betterment and not something we'd ordinarily expect China Taiping to cover. Had China Taiping acted as it should have done, Mrs L would have paid any additional costs and the betterment wouldn't have disadvantaged China Taiping.*

*However, there is evidence of cracking around the door due to the way it was installed. I think China Taiping failed to provide an effective and lasting repair that led to this. So, I'm minded to say it should cover the costs of these repairs.*

*I'm also aware that several years have passed since the door was originally replaced and the costs in strengthening the walls and doorframe may have increased since then. It's likely Mrs L may have to pay more now to complete the work the surveyor set out in their report, than what it would have cost her if China Taiping had discussed this work with her when it first installed the door. The surveyors report setting out the remedial work also seems to suggest the steps to prevent further cracking can be completed in conjunction with the repairs to fix the cracks already present. So, given the circumstances of this particular complaint, I think the fairest outcome is for China Taiping to complete all the necessary repairs as set out in the surveyor's report. And in essence complete an effective and lasting repair.*

#### damage to the upstairs of the property

*Mrs L also says the repairs China Taiping completed to the downstairs bay window have caused additional damage to the upstairs bedroom. The surveyor who inspected Mrs L's property said "if the movement in the front bedroom, in the form of cracks was recent there would be a much wider corresponding crack across the ceiling as the movement would be greatest at that point. In my opinion the cracks to the wall at the bay/front wall junction is most likely to be historic and linked to previous movement of the upper section of the bay."*

*Based on the surveyor's comments, who as I've set out above is a chartered building surveyor and one I consider to be suitably qualified to give such opinion, it seems on balance, the damage is the result of historical movement that pre-dated the repairs. While I accept Mrs L feels strongly on the matter, she hasn't provided evidence from a similarly qualified surveyor to support her position. So, I'm satisfied, on balance, the damage to the upstairs bedroom isn't the result of China Taiping's actions. It follows, I'm not intending to direct it to do anything further.*

#### Customer service

*Mrs L is unhappy with the overall service she's received from China Taiping and the way it handled her claim. She's particularly unhappy with the damage China Taiping caused to her home, and its delays in progressing matters. I haven't detailed everything here- but I've considered everything Mrs L has said about the impact on her.*

*Mrs L first raised her concerns about the quality of the repairs in October 2022. But it wasn't until March 2024 before she got an outcome. Although I accept China Taiping did agree to appoint two independent inspections of Mrs L's home, I think the delays in giving Mrs L a decision on its position would have caused undue trouble and upset over and above what I'd expect to see during a normal claims process. So, I'm minded to direct China Taiping to pay £150 for the trouble and upset it caused.*

### **My provisional decision**

*For the reasons I've set out above, subject to either party providing more information, I am minded to require China Taiping Insurance (UK) Co Ltd to settle Mrs L's complaint as follows:*

- *Complete an effective and lasting repair to the vibrational cracking, doorframe and surrounding walls.*
- *Pay Mrs L £150 in compensation for the trouble and upset caused.*

### **Responses to my provisional decision**

I invited both Mrs L and China Taiping to respond to my provisional decision. Mrs L provided a detailed response to my provisional decision. I've not detailed everything here, instead I've summarised her points. Mrs L said she'd like any remedial work I direct China Taiping to complete to be arranged through an independent repairer – not the original contractors China Taiping appointed.

Mrs L also maintained the cracking to the upstairs bay window is the direct result of China Taiping's actions – and not historical cracking as suggested by the independent structural engineer who inspected Mrs L's home. She says the engineers report is incomplete, lacks key evidence and doesn't fully assess the potential structural damage caused by China Taiping's repairs. Mrs L says China Taiping should fix the cracking to her home.

China Taiping didn't respond to my provisional decision.

### **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'll comment on Mrs L's response to my provisional decision using the same sub-headings. I won't comment on anything that's agreed or hasn't been challenged – I'll focus on the points Mrs L has made.

#### **Additional damage to the area around the front door**

I've thought carefully about Mrs L's submissions. Mrs L has queried the required standard the remedial work must meet. And who'll be responsible for it to meet such standard. As I set out in my provisional decision the standard of the repair that I'd expect to see is one that provides an effective and lasting repair. To be effective the repair must fully put right the

damage. And to be lasting it must do so for an appropriate amount of time. And its China Taiping who's responsible for such repair.

The chartered building surveyor who China Taiping appointed to inspect Mrs L's home, who I consider to be suitably qualified to a) determine the cause of the damage b) recommend effective and lasting repairs, set out a series of repairs within their report. As I've seen no compelling evidence to suggest such repairs wouldn't amount to an effective and lasting repair, I think China Taiping should consider this report to complete the repairs on and around Mrs L's door.

Mrs L has said she doesn't want the repairs to be completed by the original repairer. Given it failed to adequately install the UPVc door which has now led to additional damage, I can understand her concerns. And I agree, I don't think it would be beneficial for the original repairer to repair the damage on and around the door. So, China Taiping should appoint a different contractor who's suitably qualified to complete the necessary repairs in resolution of this complaint. Alternatively, it should allow Mrs L to arrange a repairer privately and cover all reasonable costs to cover the vibrational cracking around the door and any remedial work necessary to ensure an effective and lasting repair. China Taiping can decide which option it wishes to choose.

#### damage to the upstairs of the property

Mrs L maintains the damage to the upstairs bedroom is the result of the poor repairs China Taiping completed to the downstairs bay window. And she's provided a detailed response to my provisional decision. I've summarised her key points below.

- There's no evidence of pre-existing cracking.
- The cracks only appeared after the work was completed.
- The burden of proof lies with China Taiping.
- Other points she considered relevant.

Whilst I acknowledge the points Mrs L raised, and I've considered these carefully, I've seen no additional evidence to support her position. And as I set out in my provisional decision, I've considered the findings of a chartered building surveyor and one I consider to be suitably qualified to give such opinion. And I've seen nothing of similar weight to challenge their professional opinion. Whilst I accept Mrs L has questioned the findings of the report, I'm satisfied a qualified professional such as this is unlikely to reach and report their findings unless they're satisfied the relevant investigations and information to do so was available to them. So, I'm satisfied the report can be relied upon. And in doing so, I'm satisfied on balance, the damage is the result of historical movement that pre-dated the repairs. I'm not persuaded the damage to the upstairs bedroom is the result of China Taiping's actions.

In summary, whilst I appreciate Mrs L's comments about the decision I've made regarding the damage to the upstairs of her home, I have to rely on the evidence available to me. And I don't think her comments materially change the outcome of this complaint, or my direction for putting things right. So, I'm not directing China Taiping to cover these repairs. But if Mrs L wishes to obtain further advice or provide evidence to China Taiping for further considerations, she's entitled to do so. And I'd expect China Taiping to consider this.

#### Customer service

Neither party commented on my findings about the customer service China Taiping provided to Mrs L during the claims process. So, I remain satisfied the outcome I set out in my provisional decision is fair and reasonable in the circumstances. So, for the reasons set out

above, I direct China Taiping to pay Mrs L £150 in compensation for the trouble and upset caused.

### **My final decision**

For the reasons outlined above I uphold this complaint. I direct China Taiping Insurance (UK) Co Ltd to settle Mrs L's complaint as follows:

- Arrange for a different suitably qualified repairer to complete an effective and lasting repair to the vibrational cracking, doorframe and surrounding walls. The appointed repairers should be given a copy of the chartered building surveyor report for consideration before completing any repairs.
- Pay Mrs L £150 in compensation for the trouble and upset caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 25 March 2025.

Adam Travers  
**Ombudsman**