

The complaint

Mrs G complains about the amount Ageas Insurance Limited (Ageas) have agreed to pay for rectification repairs following a claim she made under her home insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. In June 2022 Mrs G submitted a claim under her home insurance policy following an escape of water at her property. Ageas accepted Mrs G's claim and agreed to carry out repairs. Mrs G was unhappy with the quality of repairs and so raised a complaint. She also said the contractor had removed her dishwasher from the property and it had gone missing.

On 15 February 2023 Ageas issued Mrs G with a final response to her complaint. It said it was aware the contractors had visited Mrs G's property and it was validating the quote she had provided for her own contractor to rectify the outstanding repairs. It said it acknowledged the repairs were of a poor standard. It said the contractor removed the dishwasher on request and so it wouldn't be reimbursing her for this. It paid £250 compensation for distress and inconvenience.

Mrs G raised a further complaint with Ageas as she was unhappy with the way her claim had been managed following her previous complaint. On 16 August 2023 Ageas sent Mrs G a final response to her complaint. It said it had arranged for an independent surveyor to visit her property so it could value the outstanding repairs and settle the claim. It said it acknowledged there had been delays in progressing matters but this was due to it waiting for information from Mrs G. This complaint relates to events which occurred following this.

Ageas offered Mrs G a settlement of around £3,100 for the outstanding repairs but Mrs G didn't think this was sufficient. Ageas agreed for a surveyor to attend Mrs G's property to review and agree the value of the repairs. It didn't agree to increase the settlement any further. Mrs G was unhappy with this and so raised a complaint.

On 8 December 2023 Ageas sent Mrs G a further final response. It said its policy terms entitled it to settle the claim based on the rates it could receive from one of its suppliers. It said the settlement included costs to remove and refit the kitchen units and replace the sink base unit. It said it also included appropriate decoration costs to the wall and woodwork. It said it hadn't included costs for worktops as this didn't fall within its liability for works. It said the settlement it had offered had been independently verified by its surveyor and it was confident this was a true reflection of its liability for the outstanding works. Mrs G didn't agree and so referred her complaint to this Service.

Our investigator looked into things. She said she thought Ageas should have paid the settlement to Mrs G and so it should raise the payment and pay 8% per year simple interest calculated from a week after the settlement was offered to the date it was paid. She said she thought damage to the worktop was likely caused during the works carried out by Ageas and so if there is any work or replacement required to the worktops, this should be factored into the settlement. She said she didn't think evidence of other repairs, such as repairs to the

flooring had been evidenced and so she didn't think any further settlement was due beyond any additional settlement due for the worktops.

Ageas accepted our investigators view but Mrs G rejected it and provided further evidence for the investigator to consider. Our investigator considered this additional evidence and issued a further view addressing the points Mrs G had raised. Our investigator said she didn't think there was evidence door frames needed to be replaced and she hadn't seen evidence the door linings hadn't been replaced as required. She said the more recent evidence provided by Mrs G suggested there may be issues with the flooring. She said she thought Ageas should arrange to review the flooring and take the necessary action for any corrective work required. She said the scope of repairs meant Mrs G would be without her kitchen facilities for a period of time and so Ageas should pay alternative accommodation for the period Mrs G would be without her kitchen facilities. She also thought Mrs G had been caused distress due to further repairs being required and so it should pay £300 compensation for the distress and inconvenience caused. This was all in addition to her previous view that Ageas should pay the settlement it had agreed to pay, including 8% per year simple interest, and additional costs for damage to the worktops.

Ageas agreed with our investigator's view but Mrs G disagreed. She said she didn't think the settlement was sufficient to cover the materials necessary, let alone the labour. She provided a video from a clerk of works outlining the outstanding issues with repairs. She also said the flooring hadn't been installed correctly and this would invalidate the warranty.

I issued a provisional decision on this complaint and I said:

'I want to acknowledge I've summarised Mrs G's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mrs G and Ageas I've read and considered everything that's been provided.'

I also want to be clear about what I've considered as part of this decision. I've considered the complaint Ageas have addressed in its final response of 8 December 2023.

Ageas have acknowledged the repairs carried out to Mrs G's property weren't of the standard they should have been. It therefore offered a settlement of just over £3,100 which it said was what it would cost it to put right the repair. Therefore, I've considered whether this settlement is reasonable.

Mrs G was unhappy with the quality of repairs carried out by Ageas's contractor and so didn't agree for them to return to the property. Ageas agreed to pay a cash settlement based on what it would cost it to put right the repairs. I think it's reasonable for Ageas to pay what it would cost it to put right the repairs as it wasn't given an opportunity to put right the repairs itself, and it was Mrs G's request for a cash settlement to be paid.

As I'm satisfied it's reasonable for Ageas to pay a settlement based on what it would cost it to put right the repairs, I've considered whether the settlement Ageas have offered appropriately takes into consideration the necessary outstanding repairs.

Ageas have provided a scope of works for the outstanding repairs it said were necessary and the cost of these repairs. The total for these repairs are just over £3,100 and I can see this includes repairs for a number of items all parties have agreed are necessary, for example, replacement of skirting boards and the

replacement of drawer fronts and end panels. Therefore, I don't intend to address each item of repair individually. Instead, I've focussed on the points Mrs G believe have been missed, or haven't been included within the scope of repairs which she believes should have been.

Door frames/lining

Mrs G has said the door frames haven't been replaced as the contractor said they had. Ageas have said replacement of the door frames wasn't included within the original scope of work, and it doesn't believe this is necessary.

I can see the original scope of works included the refit/renew of one door lining in the kitchen and one door lining in the hallway. It's unfortunate if Mrs G was told the door frames had been replaced, as the scope of works only included the renew/refit for door linings, not door frames. I've not seen any persuasive evidence the door linings weren't replaced as agreed within the original scope of works. Nor have I seen persuasive evidence the door frames require replacement. Therefore, I don't require Ageas to include any costs for the door linings or door frames within the settlement it has offered.

Base Unit Replacement

Mrs G has said the base units include electrics and plumbing which mean it isn't a straightforward replacement. She has also said because electrical work is involved, a minor works certificate would be necessary and this hasn't been included within the settlement Ageas have offered.

Ageas have said the scope of works include the cost to remove and refit a sink base unit, which includes a higher cost than a standard base unit to account for any plumbing or additional works that may be required. It said a minor works certificate wouldn't be necessary for the work involved in this repair.

Based on the evidence provided I'm persuaded the additional costs which may be involved in replacing the sink base unit have been taken into consideration as part of the settlement Ageas have offered. The scope of works show an additional cost for the refit and replacement of a sink base unit rather than of a standard base unit. I've not seen persuasive evidence a minor works certificate is necessary and the costs of this need to be included. There were no electrical works included in the original scope of works, and I've not seen persuasive evidence it is something Ageas need to include as part of the settlement it has offered.

Worktops

The surveyor who attended Mrs G's property has said in their report that the kitchen worktops were level but not flush with the perimeter of the upstand. Within its settlement, Ageas have included a cost to take off and refit the upstand and seal. Ageas have said it didn't fit the worktops, but it did work on the base units, and if not propped then it could cause the worktops to come away.

Mrs G has said the worktops need to be replaced. She's said when fitting the flooring Ageas's contractor wound down the feet of the base units but failed to wind these back up. She has said this has caused a visible bow in the worktops.

Based on the evidence provided, I'm persuaded it's more than likely some damage has been caused to the worktops due to the repairs carried out by Ageas. Ageas

have accepted it may have caused damage to the worktops if the base units weren't propped appropriately. Therefore, Ageas should include the cost to put right the worktops. If it can reasonably show the worktops can be repaired, then it should include this cost. If the damaged worktops are not repairable, it should include the cost to replace the damaged worktops.

Plastering

Ageas have said the scope of works include a cost to rectify the damaged walls, but it failed to include an allowance for the plastering work required where the island meets the dining room wall. As this wasn't included within the settlement Ageas offered to Mrs G, it needs to include this within the scope of works and add the cost to the settlement due to Mrs G.

Dust extraction

Mrs G has said she believes a cost for dust extraction should be included within the settlement she has been offered by Ageas. She has said this is due to her suffering from asthma. Ageas have said it doesn't believe the extent of works require a full dust extraction and a general clean would be expected on the completion of works.

Whilst I acknowledge what Mrs G has said about her health conditions, I'm not persuaded the work needing to be carried out means that dust extraction is required. Dust extraction wasn't something which was included within the original scope of repairs, and I haven't seen any evidence Mrs G raised concerns about the level of dust produced, or the impact on her health conditions at this time. I'm persuaded by what Ageas have said about dust extraction not being necessary and so I don't require it to include this cost within the settlement due to Mrs G.

Flooring

Mrs G has said the flooring hasn't been fitted correctly. She doesn't believe the flooring was screeded as it should have been, and it hasn't been fitted to the manufacturer's specifications meaning the warranty will be invalidated. She has also said the underlay the insurer used is inferior to the underlay present before repairs were carried out.

I've not seen persuasive evidence to demonstrate the flooring hasn't been fitted appropriately. The surveyor who carried out the arbitration report hasn't said any costs for flooring should be included within the settlement due to Mrs G. However, this isn't to say Mrs G isn't now experiencing issues with her flooring due to the way it was fitted by Ageas's contractors.

Ageas have agreed to arrange for someone to visit Mrs G's property and inspect the flooring. In the absence of clear evidence there is no issue with the flooring, and it has been fitted to the manufacturer's specifications, I think this is reasonable in the circumstances. Once Ageas have inspected the flooring, it should arrange for any necessary works to be carried out.

Alternative Accommodation

Mrs G has said she will require alternative accommodation for the period whilst repairs are being carried out. Ageas have agreed to pay alternative accommodation for the period Mrs G is without her kitchen facilities. As the scope of repairs is clear Mrs G's white goods will be taken out and reinstated on completion of repairs, I think

this is reasonable.

Alternatively, if Mrs G would rather remain in the property whilst repairs take place, Ageas should pay Mrs G reasonable disturbance allowance costs to reimburse Mrs G the additional costs she incurs above what she would usually incur due to being unable to use all of her kitchen facilities.

Distress and inconvenience

Ageas have agreed to pay £300 compensation to acknowledge the distress and inconvenience Mrs G has been caused. So I've considered whether this is reasonable to acknowledge the impact Mrs G has been caused due to the errors I hold Ageas responsible for.

The settlement Ageas offered Mrs G for the repairs isn't sufficient for the repairs which are required. It has acknowledged it failed to include costs for plastering and worktops. I think this has caused Mrs G distress and inconvenience as she has had to spend time speaking with Ageas to ensure all necessary repairs are included within the settlement she is due. I've taken into consideration Mrs G has had a representative dealing with this on her behalf for much of the time and so the level of inconvenience specifically caused to her has been lessened. Overall, I think £300 compensation is reasonable to acknowledge the distress and inconvenience Ageas's errors have caused Mrs G.'

Ageas accepted my provisional decision but Mrs G didn't. She provided a detailed response but in summary she said:

- The evidence provided demonstrates the flooring isn't fitted within the manufacturer's specifications, but she is open to further inspection of the flooring by Ageas.
- The evidence provided demonstrates the door linings haven't been replaced.
- She disputes a minor electrical works certificate isn't necessary.
- The worktops are visually bowed behind the sink and unsuitable for safe reuse.
- She is willing to accept reasonable disturbance allowance costs
- She had valid concerns about the contractor returning to her property given the poor quality of workmanship and inadequate attention to health and safety. Therefore, her request for a cash settlement was reasonable.
- Ageas should provide her with an itemised breakdown of the settlement being offered specifically separating labour and material costs.
- The cost of materials itself exceeds the settlement Ageas have offered and the amount Ageas has offered isn't sufficient for repairs to be carried out, even at Ageas's agreed rates.

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've reached the same outcome to the one I reached previously for much

the same reasons set out in my provisional decision.

Ageas and Mrs G have agreed for the flooring to be inspected and so I don't find it necessary to provide further comment about this.

Mrs G has said the worktops aren't suitable for reuse given the damage to them. I've not seen persuasive evidence this is the case. But in any event, as set out in my provisional decision, if Ageas can reasonably show the worktops can be repaired, it should include this cost. But if the damaged worktops are not repairable, it should include the cost of the replacement.

Mrs G has said she has provided evidence the door linings haven't been replaced. Based on the evidence provided, I'm not persuaded this is the case. Much of the explanation provided by the clerk of works focuses on why it can be shown the door frames haven't been replaced. However as set out in my provisional decision, it was only the door linings which were included within the original scope of works. I also note the surveyor who visited Mrs G's property to carry out the arbitration report was made aware of Mrs G's concerns in relation to the door linings but hasn't said the door linings haven't been replaced. Nor that this needed to be included within the rectification repairs.

Mrs G has said a minor electrical works certificate is required. She said the removal of damaged worktops disturbed hardwired appliances, requiring further electrical work. Ageas have said a minor electrical works certificate is required for works such as installing new wiring, fixing faulty switches or moving sockets and lights. And based on the research I've carried out; this is my understanding of when a certificate may be required. I've not seen persuasive evidence this type of electrical work is required to put things right and so I don't require Ageas to include the cost of a minor electrical works certificate in the settlement to Mrs G.

I acknowledge Mrs G has said she is unable to have the repairs carried out for the settlement Ageas have offered, and provided evidence of what she says repairs will cost her. However the settlement Ageas have offered is based on what the repairs would cost Ageas to put right, not what the costs would be for Mrs G.

Ageas have accepted the repairs carried out to Mrs G's property weren't of the standard they should have been. In law, Mrs G has the right to require Ageas to put this right. But this means Ageas is entitled to use its own contractor to attempt to put things right. Ageas were willing to do this, but Mrs G instead requested a cash settlement. And whilst I acknowledge the reasons Mrs G has given for wanting a cash settlement, it isn't unreasonable for Ageas to pay what it would cost it to put things right, given it was willing to carry out these repairs.

Ageas have provided this service with a fully costed scope of works, showing how it has reached the settlement it has done, and so I'm satisfied the settlement it offered Mrs G was reasonable for the repairs included within this. Mrs G has asked for a fully itemised breakdown of the settlement but this is commercially sensitive and so I don't require Ageas to provide this to Mrs G unless it decides to do so. It has provided Mrs G with an uncosted scope of works and the total settlement due and I'm satisfied this is reasonable.

I acknowledge the uncosted scope of works Mrs G has been provided doesn't include the additional repairs required, such as to the plastering and to the worktops. And this may yet change again if, for example, the worktops aren't repairable and require replacement. And so if requested, Ageas should be able to provide Mrs G with an updated scope of works, and confirmation of the new settlement due.

My final decision

For the reasons I've outlined above, I uphold Mrs G's complaint about Ageas Insurance Limited. I require it to:

- Pay Mrs G the settlement of £3,123.34 it has previously offered to Mrs G.
- *Pay 8% per year simple interest on this amount calculated from a week after it offered Mrs G this settlement to the date it paid/pays this settlement to Mrs G.
- Pay Mrs G an additional settlement to include costs for plastering the wall where the island meets the dining room wall, and necessary costs to put right the damage to the worktops.
- *Pay 8% per year simple interest on this additional settlement due, calculated from a week after it offered Mrs G the original settlement to the date it pays this additional settlement to Mrs G.
- Inspect Mrs G's flooring and carry out any necessary rectification work to put this right.
- Pay Mrs G reasonable alternative accommodation costs for the period whilst she is unable to use her kitchen facilities for repairs. Or pay Mrs G reasonable disturbance allowance costs to reimburse her the additional costs she incurs above what she would usually incur due to being unable to use all of her kitchen facilities.
- Pay Mrs G £300 compensation.

*If Ageas Insurance Limited considers that it is required by HM Revenue and Customs to deduct income tax from that interest, it should tell Mrs G how much it's taken off. It should also give Mrs G a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 20 June 2025.

Andrew Clarke
Ombudsman