

complaint

Ms Y complains about poor handling of her claim by her building insurer Society of Lloyd's.

background

In April 2016 a pipe burst in Ms Y's neighbour's home causing damage to her bathroom and kitchen. Ms Y said the work took far too long to complete and Society of Lloyd's (SoL's) refused to move her into alternative accommodation even though her home was uninhabitable because of the dust. She said she had to move in with family and friends.

The repairs to Ms Y's home were finished in October 2016, but she said she couldn't move back until May 2017 because her boiler wasn't working. She said the contractors put the radiators back on the walls incorrectly and the boiler leaked.

SoL's said it wasn't until the end of July 2016 that Ms Y's local council confirmed it had dealt with the leak. SoL's said it authorised the repairs at the end of August but an alteration to the work was needed and was newly authorised at the end of September. It said it considered Ms Y's home to be fully operable and refused alternative accommodation. SoL's contractors advised that only the shower would be out of use and said her home wasn't uninhabitable.

SoL's said the problem with Ms Y's boiler was due to a seal that had perished on the hot water valve and was unrelated to any works being carried out. It said this was discussed with Ms Y at the time. SoL's acknowledged the inconvenience to Ms Y of having had her radiators removed and left at her home, and the loss of use of her shower, though it said she still had use of her bath. It said its offer of £500 compensation was fair.

Ms Y said this was the most stressful of her life and the endless appointments meant her work suffered. She said SoL's offer of £500 compensation wasn't enough for her financial and emotional difficulties, and it should pay for her boiler and the extra rent she had spent.

The investigator said Ms Y moved out of her home without agreeing this with SoL's and it didn't have to provide alternative accommodation as her home wasn't uninhabitable. He said Ms Y's kitchen, toilet and bath were working although the shower wasn't, and any dust could have been cleaned prior to use of the bath.

The investigator said SoL's sent a plumber to inspect her boiler leak who said this was caused by an internal washer splitting due to wear and tear. He said he was satisfied the problem wasn't due to the repair works. The investigator didn't recommend that the complaint be upheld saying that SoL's offer of £500 compensation was fair.

Ms Y disagreed and referred to the many emails between herself and SoL's to show the poor service she had received. Ms Y requested an ombudsman review her complaint.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've looked carefully at SoL's handling of Ms Y's claim to see if it acted within the terms of her policy, and has treated her fairly.

Damage from an escape of water claim can take a long time to put right and it follows that a fair degree of disruption and inconvenience occurs to the policy holder. This means that we wouldn't generally award compensation for the time a consumer has had to take to progress

their claim. My role is to see if delay and inconvenience has been caused to Ms Y beyond that which normally follows from such a claim and whether this has been fairly compensated.

Looking at the time the repairs took, I can see they were delayed due to the time taken by Ms Y's local council to deal with the source of the leak at her neighbour's home. This was beyond SoL's control. Once the leak was sorted out, SoL's took less than three months to complete the repairs to Ms Y's home. Ms Y said this is too long for her small home, but I don't think it was unreasonable and I haven't found unnecessary delays within this period.

SoL's said Ms Y's home was fully operable during the work but acknowledged loss of use of her shower and heating. That doesn't sound fully operable to me, and I think she had to put up with a lot of disruption, including the heaters stored at her home and I can understand how stressful this was for her. Having said this, I can see that SoL's explained to Ms Y that she would have full facilities, including full use of her kitchen when the works started.

Although Ms Y found the inconvenience and disruption hard to bear, I don't think SoL's had to provide her with alternative accommodation. SoL's decline of alternative accommodation is in line with the terms of Ms Y's policy which states that her home must be uninhabitable. From the descriptions of the facilities that remained available at her home, it doesn't sound as if it became uninhabitable and so I don't require SoL's to pay the extra rent Ms Y incurred.

SoL's sent a plumber to inspect Ms Y's boiler and found the leak to be due to a perished seal on the hot water valve. The plumber said this was unrelated to the repairs that had been carried out. I haven't seen anything to suggest the boiler problem was related to the repairs and so I don't think it would be fair to require SoL's to pay for the boiler repair.

I sympathise with Ms Y for the prolonged disruption from the removal of the radiators, and the dust in the bathroom created by the ongoing works. However I think that SoL's offer of £500 compensation for the impact of this is fair and reasonable in the circumstances. I recommend that Ms Y accepts this offer if the compensation hasn't already been paid.

my final decision

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms Y to accept or reject my decision before 4 September 2018.

Andrew Fraser
ombudsman