

## **complaint**

Mr and Mrs B are unhappy with the way in which St Andrew's Insurance Plc dealt with their claim, the delays caused and the quality of the repair work carried out by its contractors.

## **background**

The details and background to this complaint were set out in my provisional decision which is attached and forms part of this final decision. Briefly, Mr and Mrs B notified St Andrew's of a leak at their home and it began repairing the damage. The repairs did not go as expected though and Mr and Mrs B spent longer in alternative accommodation than they were originally led to expect. Also, to this day Mr and Mrs B remain dissatisfied with the state of their home.

Although I have given only a brief outline of the complaint above, there were a number of issues that I made findings on. In summary;

- 1) outstanding work – Mr B had reported problems that still remained with his kitchen and stated that it had not been installed on a like-for-like basis. There was also some concern over the state of finish on the walls and I found it was not entirely clear what walls had likely been re-plastered by St Andrew's or should have been. I said the best way forward was to order St Andrew's to instruct an independent surveyor. It would need to offer three suitable surveyors to Mr and Mrs B to choose one from;
- 2) delay - I said that, in my mind, four months to dry the property was not unreasonable. However, I could see no good reason why it then took six weeks for reinstatement works to start although, once they did they were then completed within a reasonable timescale. Nevertheless, Mr and Mrs B had been misled somewhat as to how long the works would take and I said I felt compensation was due to them for this;
- 3) uninhabitable – I said that while I found that the property was not uninhabitable when the family moved back in, St Andrew's had misled them as to what was meant by this term. Its misinformation had led Mr and Mrs B to believe that not being able to cook made their home uninhabitable and they reported that the cooker could not be used. As Mr and Mrs had then stayed in a hotel and had extra costs for eating out, I said St Andrew's should pay a disturbance allowance to them, along with reimbursing the hotel cost;
- 4) certificates – Mr and Mrs B had said they had not been provided with electrical, gas or asbestos safety certificates. St Andrew's had said these would have been provided by the individual contractors. I said that it seemed unfortunate that St Andrew's had not kept copies and there was now no proof that these had been provided. As such, I felt St Andrew's should liaise with the appropriate authorities in order to provide the reassurances that Mr and Mrs B need;
- 5) cleaning bill – Mr and Mrs B had had to pay for cleaning their alternative accommodation before they left it. I saw that their action in doing this was in line with the tenancy agreement. I, therefore, felt that St Andrew's should bear this cost by reimbursing Mr and Mrs B, plus interest;
- 6) insurance for goods in storage – Mr and Mrs B had said they had to pay to insure their goods while in storage. I could find no good reason why they should have to

bear such a cost. I said unless St Andrew's could tell me why this should be, I would likely make it reimburse the cost, plus interest;

- 7) payments to the builder – a paid invoice shows that Mr B had met the cost of some insured works himself. Therefore, I felt St Andrew's should reimburse this amount, plus interest;
- 8) waste materials – I was satisfied that some building materials had been left, unreasonably, at Mr and Mrs B's home and that they then had to get rid of these. I felt compensation for this inconvenience was due to them;
- 9) council tax – St Andrew's caused Mr and Mrs B to pay tax on their home while they lived in alternative accommodation because its letter sent to support their exemption was unsuitable. However, I found that as the local authority would still consider backdating an exemption it would be fair to suggest Mr and Mrs B approach it first, rather than order St Andrew's to reimburse them. St Andrew's would, of course have to provide appropriate documentation in support of the application. I also said though that if this is unsuccessful then St Andrew's may have to provide Mr and Mrs B with reimbursement itself;
- 10) garden/patio – Mr and Mrs B said that their patio was damaged by use of building materials and the lawn by heavy building equipment. They also said the potted plants could not be watered. I said there was no proof of the first two and so I was not minded to make an award. In relation to the potted plants, I said I felt it to be unlikely that they would suffer much in the months of April and May (that are usually quite wet) and that they could have been taken to the alternative accommodation. Therefore, I felt no award was due for these either.
- 11) insulation – following repairs more insulation was needed and Mr and Mrs B say St Andrew's failed to replace what had been there before. I said there was no evidence the insulation was not replaced on a like-for-like basis and so was not minded to make an award;
- 12) front door lock – Mr and Mrs B reported that this was damaged by the builder. I said I had found no evidence of this and so could not make an award;
- 13) compensation – given all of the circumstances here, I felt that £500 compensation for distress and inconvenience was due to Mr and Mrs B.

St Andrew's responded by sending various documents through and said it hoped, given these, I would reconsider my findings. It did not state what its specific view of the points I had raised was. One document referred to the date of installation of the cooker (an aspect St Andrew's had previously told this service it could not confirm). The details of this were sent to Mr and Mrs B for their comment.

Mrs and Mrs B replied to most of the points I had made, sending some further documents in support of their points. They also responded in respect of the new information provided by St Andrew's regarding the cooker. In summary;

- 1) outstanding works – they want the survey to focus on the whole of the kitchen not just one side (there is some dispute about whether Mr and Mrs B agreed to one side as private works because it was not damaged). They also request that only the latest

schedule is used by the surveyor to assess the content and quality of the works as the one completed in January 2011 was flawed;

- 2) delay – no comment;
- 3) uninhabitable – the information from St Andrew's showed that the cooker had been in place on 3 August (the day Mr and Mrs B went to a hotel). Mr and Mrs B have now agreed that it was in place but say it was not working because the safety hood could not be opened. This was rectified the following week by removing an end panel from a cupboard above and to the side of the cooker. They stayed in the hotel for two nights but then returned to their home over the weekend;

Mr and Mrs B made no comment in respect of 4), 5), 6) and 7).

- 8) waste materials – Mr and Mrs B said that they had tidied up their garage using a local skip company at a cost of £170;
- 9) council tax – no comment;
- 10) garden patio – Mr and Mrs B sent further pictures of their garden/patio and said they believe they are entitled to reimbursement for this loss. They said that April and May were unseasonably warm that year and that they could not take the plants with them as they had taken an apartment instead of a house for alternative accommodation;
- 11) insulation – Mr and Mrs B sent an invoice to show they had had insulation installed in 2010. They said the invoice was not entirely clear and so to help support this they sent photographs of other work that was detailed in the same document;
- 12) front door lock – Mr and Mrs B said this has been resolved by the builder;
- 13) compensation – Mr and Mrs B would like to be compensated for the work outlined in the surveyor's report in order they can carry this out themselves.

### **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

It may be that St Andrew's found the information it sent to be self-explanatory about how it disagreed with my provisional findings. However, with the exception of the information about the cooker, I did not find that any of it compelled me to question my view point. As stated above the information regarding the cooker was sent to Mr and Mrs B and they responded, also as stated above. I am satisfied with their reply and, as such, I do not intend to deviate from my previously suggested award regarding hotel costs and disturbance allowance (3).

Furthermore, as neither party has made specific comment or objection to 2), 4), 5), 6), 7) and 9), I find there is nothing further to say in respect of these aspects of my decision. Therefore, my final decision for these numbered aspects, remains as that stated in my provisional decision.

Mr and Mrs B did raise various other points though and so I will consider these in turn;

- 1) outstanding works – the surveyor will need to assess all of the works carried out at the property as it is not clear to me what was classed as private works and what was done under the insurance policy. I am also unsure if the “private” works should not have been covered/part covered and would remind St Andrew’s of our position on matching sets. Of course, if genuine “private” works were carried out improperly then St Andrew’s will not be liable for the rectification of these. In order for the assessment to be conclusive the surveyor will need access to *all* of the schedules related to the work carried out at Mr and Mrs B’s property but they should be made aware that all parties seem to agree that the first schedule (with its related short timeframe) was somewhat incomplete;
- 8) waste materials – Mr and Mrs B have sent in various photographs showing what they consider to be waste materials. However, I note that much of what has been left are things like spare tiles. I do not find that this is unreasonable and actually ensures that Mr and Mrs B have replacements should any accidents occur. There is evidence though of a few truly waste items. Mr B has not provided a receipt for the skip he says he got to dispose of these but the price he has said he paid is not unreasonable. I am satisfied then that the fairest solution here (as I am not convinced that the truly waste items left would have filled a whole skip) is to order St Andrew’s to reimburse Mr and Mrs B £85, half the stated cost. As no invoice has been supplied it would not be fair to award any interest on this amount;
- 10) garden/patio – Mr and Mrs B sent further images to support their argument that these were damaged by the builders. While I have noted these I find they do not add anything and they do not compel me to make any award in this respect. In regard to the potted plants, I have noted the unseasonably warm and dry weather but still do not feel that it would be fair to award anything against St Andrew’s for the plants’ failure. While I do make awards where the failing of the insurer leads to a loss, there has to be a direct link between the two things. In other words “but for” the mistake of the insurer things would have been different. Here I do not find that this is the case, rather it seems the weather may have impacted on the plants and I do not see that the insurer could have foreseen that. I am satisfied that no award is due to Mr and Mrs B in respect of their potted plants;
- 11) insulation – while an invoice for loft insulation has been sent by Mr and Mrs B, this does not show how much insulation was laid. Unfortunately, this is simply not enough to show, even on balance, that St Andrew’s failed to replace the loft insulation on a like-for-like basis;
- 12) front door lock – this matter has been resolved to Mr and Mrs B’s satisfaction and so requires no further comment from me;
- 13) compensation – the compensation I suggested awarding in my provisional decision (£500) was for distress and inconvenience caused to Mr and Mrs B by St Andrew’s failings. If Mr and Mrs B want to receive a cash payment to complete any works required following the surveyor’s report that, although quite understandable and not an unreasonable request, is a different matter. However, Mr and Mrs B should be aware that if they take a cash settlement from St Andrew’s this will end its liability, they will not be able to complain to either it or us if further remedial work goes wrong. If Mr and Mrs B only want a cash settlement to do the work at their convenience then I am happy to order St Andrew’s to cover the cost of this work as and when it is done by Mr and Mrs B’s own trader. They would have to send the details of the trader to St

Andrew's beforehand, it can then negotiate and pay the trader direct as it sees fit. I will leave the choice open to Mr and Mrs B.

### **my final decision**

My final decision is that I uphold this complaint as I have found that St Andrew's Insurance Plc failed Mr and Mrs B throughout their claim and a number of awards are due to them. Therefore, I order St Andrew's to;

- 1) appoint an independent surveyor, in line with my comments above and in my provisional decision. Both sides will be bound by its findings;
- 2) bear the cost of the work that the surveyor finds to be outstanding and the liability of St Andrew's. The choice on how this is paid will be left to Mr and Mrs B. St Andrew's can maintain liability for the work by paying a trader of Mr and Mrs B's choice, as and when they are ready to complete. Alternately, St Andrew's can pay Mr and Mrs B a cash sum to complete the work themselves, as and when they are ready. This sum would need to include interest as below\* except it will need to be applied (in line with our standard approach to outstanding works) from the date of loss until the date of settlement. If Mr and Mrs B accept this decision, they will have to let St Andrew's know how they wish to proceed;
- 3) reimburse Mr and Mrs B's hotel costs, plus interest\*;
- 4) pay a disturbance allowance to Mr and Mrs B for 3 – 8 August 2011, inclusive;
- 5) liaise with appropriate experts and authorities in order to provide necessary safety certificates, a report on the risk/likely presence of asbestos at the property and what is best done about it;
- 6) reimburse Mr and Mrs B's cost for cleaning the alternative accommodation property and paying for insurance for goods in storage. This upon sight of relevant proof and plus interest\*;
- 7) make a payment to Mr and Mrs B, in line with the invoice dated 4 August 2011, plus interest\*;
- 8) pay Mr and Mrs B £85 in respect of disposing of waste materials left at their home;
- 9) provide written confirmation to Mr and Mrs B showing the property was uninhabitable until 3 August 2011, such that they can take to the council to apply for backdated council tax exemption. If the council will not allow such, St Andrew's will need to review whether it should reasonably cover this cost;
- 10) pay Mr and Mrs B £500 compensation for the distress and inconvenience it has caused them by its poor handling of this claim.

\* = Interest is at 8% simple per annum (less tax if properly deductible) and applied from the date respective invoices/costs were paid until settlement.

If Mr and Mrs B remain dissatisfied following the surveyor's report, in respect of St Andrew's actions regarding safety certificates or regarding its response to paying council tax if the

council refuses, they can bring another complaint. Mr and Mrs B would need to complain to St Andrew's in the first instance but can then come to this service if they remain unhappy.

I make no other award against St Andrew's.

Fiona Robinson  
**ombudsman**

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### PROVISIONAL DECISION

#### **summary of complaint**

Mr and Mrs B are unhappy with the way in which St Andrew's dealt with their claim, the delays caused and the quality of the repair work carried out by its contractors.

#### **background to complaint**

In January 2011 Mr and Mrs B made a claim with St Andrew's after discovering an escape of water from a burst water pipe had caused damage to their property. St Andrew's appointed a personal claims consultant ("PCC") to assess the damage and to deal with the claim. The PCC appointed the builder to take damp readings and produced a scope of works. The scope of works was sent to Mr and Mrs B but some items of repair were missing.

After further discussions the repair works were eventually carried out. Mr and Mrs B returned to their property in August 2011 and noticed a number of snagging issues and defects in the repair work. A further complaint was raised, but St Andrew's' letter of 17 August 2011 said it would not consider the matter any further, as it felt Mr and Mrs B's remaining requests were irrelevant to the claim and were beyond its responsibilities.

In order to resolve the complaint though, St Andrew's suggested that the builder should revisit the property in order to discuss Mr and Mrs B's concerns. Mr and Mrs B were not happy with this proposal, so the complaint has been referred to this service.

Our adjudicator recommended that the complaint should be upheld. She considered there was insufficient evidence to assess the complaint in full. Therefore, following the adjudicator's involvement, St Andrew's agreed to appoint an independent surveyor to visit Mr and Mrs B's property to assess what repairs need to be carried out and deal with these accordingly. For a number of reasons, Mr and Mrs B did not agree with this and consider this service's handling of the case demonstrates bias in favour of St Andrew's. The matter has therefore been passed to me for review.

#### **my provisional findings**

I have included only a brief summary of the complaint and I trust both parties will understand that it is not possible to detail every occurrence that has happened. However, I can assure both parties that I have read and considered all of the available evidence and arguments from the outset, in order to decide what is, in my mind, fair and reasonable in the circumstances of this case.

#### Outstanding work

Mr B has advised that he has rectified problems that he had with his garden and patio. Also he has cleared waste that was left at his property. However, he has confirmed that work to restore the kitchen, ceilings and walls and scotia have not been completed. St Andrew's says that it has offered to reinstate the kitchen but Mr B advises that it has said it will charge

him labour for doing this. St Andrew's says this would be related to the left hand side of the kitchen, the design for which Mr B agreed to on plans. Mr B says the kitchen was not installed on a like-for-like basis and the designer tended to refer to the builder, not him.

St Andrew's has said that cracking to walls etc has resulted from previous imperfections in the plaster. Mr B says that he wanted all walls to be painted (not lined) and yet in some rooms the builder put lining paper on. The builder has supplied quotes for private and insured works but it is still not clear to me which areas of the house were affected by this escape of water and to what extent. I would normally expect plaster to be removed, following an escape of water; either because it has been damaged by the water or because it has to be removed for the property to dry properly. It is not clear to me which rooms here had their plaster removed and which did not and consequently, I cannot determine whether St Andrew's argument – regarding the previous state of the walls showing through – is valid.

Overall then, I am satisfied that the best way forward with this complaint is to order that an independent surveyor be instructed. The surveyor can visit the property and assess its current state against initial damage reports and the schedules for work provided by the builder. St Andrew's will not be liable for any issues Mr and Mrs B have with private work completed at the property. St Andrew's should provide the details of three surveyors from which Mr and Mrs B can choose which one will be instructed. St Andrew's will then instruct the surveyor of their choice and bear the cost.

### Delays

As with outstanding work, the reports around delays differ according to the party giving it. However, delays differ to outstanding work in that it is not now possible to 'view' what happened. Therefore, I must make a decision on liability here and I will do this based on what I find, given the evidence available, to be the most likely to have happened. From there I will consider whether an award of compensation is due. In doing this, I am conscious that private works were being carried out in conjunction with those insured and this can inevitably delay proper completion.

The incident occurred on 5 January 2011 and it took just over four months for the property to be dried. It then took another month and a half for reinstatement works to start. Works were estimated to take four to six weeks for completion. Mr and Mrs B moved back into the property on 3 August 2011 but they report having no cooker, door on the bathroom or flooring laid.

It is not clear why it took four months to dry the property but I understand this was a significant escape of water. It is a fact that some properties simply take longer to dry than others, I have seen no evidence of delay in respect of drying and without such I do not find St Andrew's at fault here.

Why it then took so long for works to start is another matter. I do not accept that a six week delay at this point is reasonable. St Andrew's has suggested that Mr and Mrs B caused delays here but it has produced no evidence in support of this allegation. I am satisfied that St Andrew's has caused an unreasonable (and unjustified) delay here. This has caused Mr and Mrs B, to have been in alternative accommodation for six weeks longer than they reasonably should have.



I do not find the length of the actual works to be a problem. Works were estimated to take four to six weeks and they did overrun this slightly, but that is why estimates are given. It is unfortunate when works run over but this is sometimes unavoidable. I note the comments Mr B has made regarding the initial scope of works being inadequate and stating 30 days for reinstatement. However, I have not seen this document or whether even if it includes an allowance for drying. That being said, Mr B was not to know that there may be other works required if they were not on this schedule. I note that St Andrew's had a PCC involved but their input (and certainly control) seems to have been limited. If all works were on this schedule then it was woefully underestimated and the distress and inconvenience this caused to Mr and Mrs B substantial. Even if all works were not included better communication from St Andrew's (its PCC) may well have lessened the impact on Mr and Mrs B of a longer term of repairs.

Finally, St Andrew's has suggested that Mr and Mrs B were responsible for much of the delays. However, whilst it says the builder has recorded this in its file, no file has been produced to this service for consideration. In respect of the flooring, St Andrew's has suggested that some delay occurred when Mr and Mrs B decided late on to change their mind about flooring options. However, I have noted photographs provided by Mr B which seems to support his assertion that they agreed to have laminate fitted, *instead of solid wood*, in order to save time. Furthermore, in an email to us dated 14 September 2012, St Andrew's says the builder has confirmed that Mr and Mrs B chose laminate to save on acclimatisation time for real wood. Therefore, I do not find that Mr and Mrs B caused any delay in relation to flooring.

Overall, I am currently satisfied that St Andrew's caused delays during this case. Furthermore, even if the delays were not as severe as Mr B believes them to be, its communication failed him and caused distress and inconvenience anyway. Therefore, I am satisfied that compensation is due to Mr and Mrs B here.

### Uninhabitable

It is clear that Mr and Mrs B had issues with the property when they were asked to move back in, in August 2011. Having considered the state of the home, strictly speaking, I have to say it was not uninhabitable at that point; it may have been uncomfortable but that is not the same thing. However, I do not see that St Andrew's ever took the time to explain this properly to Mr and Mrs B. I especially note that when it did try to explain this in an email to Mr and Mrs B it said that uninhabitable was not being able to cook **or** wash **or** not having heating **or** power. As Mr and Mrs B were unable to cook, as I am satisfied that the cooker had not been installed at that time, I can quite understand why they then believed their home to be uninhabitable.

Usually, if just not cooking was the problem then an insurer would provide a disturbance allowance to allow its insured to stay in their home but have extra money to pay for takeaways and the like. St Andrew's did not do this though and Mr and Mrs B paid for a weekend in a hotel as a result. In my mind then, it is only fair and reasonable that St Andrew's reimburse these costs plus interest, as well as make a reasonable payment for eating costs.

Furthermore, Mr and Mrs B report that their cooker was still not installed until 8 August 2011. St Andrew's has confirmed it does not know/cannot prove when the cooker was installed. Therefore, I am satisfied with the report made by Mr and Mrs B. Consequently, I am satisfied that St Andrew's should pay a disturbance allowance through this period as well.

### Certificates

Mr and Mrs B report that they have never been provided with any drying or safety certificates, including asbestos testing. St Andrew's says Mr and Mrs B "would have" been given these when they were issued. It seemingly has no proof of this and, apart from the drying certificate, no copy of the certificates issued. Furthermore, St Andrew's says that it would not issue a copy of asbestos test results to its policyholders.

It may be that asbestos results are not provided as routine to policyholders. However, a request for sight of such is not unreasonable. I find it disappointing that St Andrew's has not kept copies of other certificates on file and merely saying these "would have" been passed to Mr and Mrs B is not proof that they were. With no copies now available and seemingly no idea who carried out the work/tests to approach direct for copies, I am unsure how this can now be rectified. I can only suggest that, in respect of electricity and gas works, St Andrew's liaise with the local council, the NICICs and Gas Safe to see whether the work that has been done can be recertified. If it can, it must do this. If it cannot then it will have to offer Mr and Mrs B an appropriate level of compensation for not having these, potentially crucial documents. Compensation will need to take into account advice received from the relevant bodies as to how not having these documents may affect Mr and Mrs B.

In respect of asbestos, I am unsure whether any of the material originally tested still remain at the property eg has the ceiling that was tested remained in place and just been skimmed over. Nor do I know whether it would still be possible to test such, especially taking into account the possible disturbance this would cause. However, it is my understanding that the type of asbestos found in domestic properties generally presents a very low risk. I believe it would be fair and reasonable for St Andrew's to, at this stage, approach an asbestos expert and commission a report on the property based on what is known about the property, the damage and the work. The asbestos expert should liaise with the surveyor and determine the best way forward to ensure the peace of mind of Mr and Mrs B.

### Cleaning bill

As part of Mr and Mrs B's tenancy for the alternative accommodation property, they report that they had to have a professional clean carried out before leaving. St Andrew's has argued that this was purely their choice and not something it should have to pay for.

In my experience, this is something that landlords ask for and it is not unusual. Furthermore, I note the tenancy agreement signed by Mr and Mrs B refers to ensuring the property is clean when it is handed back. If it is not they will face charges.

Therefore, I am satisfied that it was reasonable for them to have the property cleaned before they left and that St Andrew's should cover this cost as part of their claim for alternative accommodation. Interest on the amount will need to be applied.

### Insurance for goods in storage

Mr B has reported that he had to pay for insurance cover for his goods when they were placed into storage. I am unsure why this should be. If St Andrew's cannot provide a compelling explanation to justify this then I will likely find it is liable for these costs, plus interest. Mr and Mrs B will, of course, need to send proof of costs to St Andrew's.

### Payments to the builder

Mr B has reported that he has paid money out of his own pocket to the builder for insured works. An invoice dated 4 August 2011, seems to support this. Therefore, I am satisfied that St Andrew's should reimburse Mr and Mrs B these costs, plus interest.

#### Waste materials

Mr and Mrs B have reported waste materials were left at their property but also that spare materials were stored in their garage (e.g. plasterboard). I am not sure whether these are one in the same thing. Either way, nothing should have been left for the consumer to clear-up. St Andrew's has argued that paint is sometimes left and I am satisfied such would be reasonable – this would allow touch-ups at later dates. This does not seem to be the case here though. As I have seen no evidence to defend or justify this, I am satisfied that a moderate award of compensation is due here as Mr and Mrs B stored the materials for a while and then had to get rid of them themselves.

#### Council tax

Mr B reports that because of the initial short estimation given for works, he had to pay council tax for his home whilst he was living in alternative accommodation. Although he appealed to St Andrew's for assistance at the time and its representative produced a letter, this was in an unacceptable format for the council and exemption from payment was withdrawn. Mr and Mrs B would like St Andrew's to now reimburse their costs for this.

I asked our adjudicator to speak to Mr and Mrs B's local council and it has confirmed that with appropriate evidence from an insurer (to show the property was uninhabitable) it will consider backdating exemption and reimbursing monies paid. I am satisfied then that St Andrew's should provide evidence of its repair period to Mr and Mrs B for them to forward to their local council in appeal of council tax charges. If this is unsuccessful then it may be that St Andrew's will have to look at reimbursing the charges for this period but the reason for decline by the council would have to be considered at that time.

I appreciate that Mr and Mrs B may feel that they should not have to do this. However, I am satisfied that it is fair that this route is explored and exhausted first, before any liability should be tied to St Andrew's.

#### Garden/Patio

Mr and Mrs B have sent us pictures of their patio bearing what seem to be cement stains. They also say their garden was damaged by storage of heavy materials. In addition they say their potted plants suffered in April and May when no water was available at the property.

St Andrew's says the builder has confirmed it did not mix anything up outside and did not use cement at all. It is possible we will never get to the bottom of this but I do note some staining around the drain which does suggest waste liquid building products have been emptied here. The problem is though; I have no way of knowing, even on balance, that this was done by the builder. Consequently, I am not satisfied that any award is due here.

Likewise, I have seen no evidence to show that the builders damaged the lawn.

I am not minded to make any award in respect of potted plants. I do not see that these would need much watering during spring time. Furthermore, I see no reason why these could not

have been moved to the alternative accommodation. I appreciate that timescales were unclear but if it was noted they were suffering at the home, then this, I believe would have been the reasonable response.

### Insulation

Mr and Mrs B report that British Gas said more insulation was needed in the property and they feel this is the result of the builder not completing repair works properly. Whilst I do not doubt Mr and Mrs B's view here, I have seen no evidence regarding how much insulation was in the loft before the incident. It may well be that the insulation required updating before the leak occurred and the repairs have only highlighted this. I do not currently find that St Andrew's is responsible for Mr and Mrs B's costs in fitting more insulation.

### Front door lock

Mr B says that this was damaged by the builder. However, I have seen no evidence of this. Therefore, I do not currently find that any award is due here.

### **my provisional decision**

My provisional decision is that I uphold this complaint. I am provisionally satisfied that St Andrew's caused delay during this claim and that the property needs assessing to determine whether outstanding work presently falls into its liability. I have also found that St Andrew's should provide redress for a number of other matters. In addition, I am currently satisfied that, overall compensation is due to Mr and Mrs B for the distress and inconvenience that it has caused by its poor handling of this claim.

As there are a number of redress elements that I believe St Andrew's is liable for, I will bullet point these below. St Andrew's should now;

- appoint an independent surveyor, in line with my comments above. Both sides will be bound by its findings;
- reimburse Mr and Mrs B's hotel costs, plus interest\*;
- pay a disturbance allowance to Mr and Mrs B for 3 – 8 August 2011, inclusive;
- liaise with appropriate experts and authorities in order to provide necessary safety certificates, a report on the risk/likely presence of asbestos at the property and what is best done about it;
- reimburse Mr and Mrs B's cost for cleaning the alternative accommodation property and paying for insurance for goods in storage. This upon sight of relevant proof and plus interest\*;
- make a payment to Mr and Mrs B, in line with the invoice dated 4 August 2011, plus interest\*;
- provide written confirmation to Mr and Mrs B confirming the property was uninhabitable until 3 August 2011, such that they can take to the council to apply for backdated council tax exemption. If the council will not allow such, St Andrew's will need to review whether it should reasonably cover this cost;
- pay Mr and Mrs B, £500 compensation for the distress and inconvenience it has caused by its poor handling of this claim.

\* = Interest is at 8% simple per annum (less tax if properly deductible) and applied from the date respective invoices/costs were paid until settlement.

If Mr and Mrs B remain dissatisfied following the surveyor's report, in respect of St Andrew's actions regarding safety certificates or regarding its response to paying council tax if the council refuses, they can bring another complaint. Mr and Mrs B would need to complain to St Andrew's in the first instance but can then come to this service if they remain unhappy.

I do not intend to make any other award against St Andrew's. Specifically, on the evidence currently available, I have not found it has any liability in respect of the garden/patio, insulation or front door lock.

Fiona Robinson  
**Ombudsman**