

The complaint

Mr S complains about Accelerant Insurance Limited's (Accelerant) not replacing a shower tray at his home, that it damaged, following a claim under his home insurance policy.

What happened

The flat above Mr S had an escape of water, and this caused damage to Mr S' property. He contacted Accelerant and made a claim. Mr S has complained about the handling of his claim and moreover that one of the contractors that Accelerant appointed, damaged his shower tray.

Accelerant appointed a shower specialist to re-spray and repair the tray, which was completed. Mr S complained to Accelerant as he said the repair was substandard and there was still damage and poor finishing to the tray.

Accelerant told Mr S that it was prepared to re-send the contractor, to carry out a polish on the shower tray, which it felt would resolve any issues. Mr S asked Accelerant to replace the shower tray as he felt that there were no guarantees that the repair/polish would be successful. So, he complained again.

In its final response, Accelerant maintained its position and gave Mr S his referral rights. It also said that as there was some poor service issues, it paid Mr S £100 compensation for the trouble and upset caused.

Mr S was given his referral rights and referred a complaint to our service. One of our investigators considered the complaint and didn't think it should be upheld. She said that the evidence showed that the repair of the shower tray was done to a satisfactory standard, so it wouldn't be reasonable for her to recommend that Accelerant replace the shower tray. She also said that the £100 compensation Accelerant offered for the poor service issues, was reasonable.

Accelerant accepted the view, Mr S did not. He said that the repair of the shower tray was below standard. He said that the contractor who had carried out the repair had agreed to return to inspect it and did. He said that he would be able to provide an expert report that confirmed the inadequate repair. So, he asked for a decision from an ombudsman.

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 won't uphold this complaint, for much the same reasons as our investigator, which I understand is likely to be a disappointment to Mr S. But I hope my findings go some way in explaining why I've reached this decision.

Accelerant accepted that its contractor caused damage to Mr S' shower tray. It sent in another contractor to carry out a repair. That repair was done. The evidence that I've read shows that the repair was completed to a satisfactory standard.

Mr S said that the repair was poor and there were marks and cracks on the tray. He would like the shower tray replaced. He felt the repair hadn't achieved a 100% level and he wanted it to be 100% perfect.

From the evidence that I've reviewed (that included reports from the loss adjuster) it confirmed that the repair carried out by the contractor to the shower tray was satisfactory. Which meant that the shower tray was fully functional.

Mr S said that he would provide expert evidence to show that the repairs were poor. But I haven't been provided with this. In the absence of any expert evidence that could refute Accelerant's expert evidence (namely that of the loss adjuster), I'm persuaded that the repairs to the tray were adequate and were of a standard, that didn't affect the functionality of the shower tray.

Also, Mr S provided me with information regarding renting out the room and bathroom, in which the shower tray is located. From that evidence, there is no information indicating that the shower in the bathroom is unusable. Nor has it apparently affected Mr S' ability to rent that space out. This I think supports the evidence, that the shower tray is fully functional. Accordingly, I don't think it's fair or reasonable for Accelerant to have to replace the shower tray.

Taking everything into consideration. I'm satisfied that Accelerant carried out a repair of the shower tray to a satisfactory standard. And that the functionality of the shower tray wasn't affected. I also think the offer of the compensation for the poor service issues was fair and in line with our services guidelines. Therefore, I can't reasonably ask Accelerant to do anything further here.

My final decision

For the reasons given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 5 October 2023.

Ayisha Savage
Ombudsman