

## **The complaint**

Mr R complains UK Insurance Limited (UKI) has declined to cover the remaining glazing on his conservatory under his home insurance policy.

## **What happened**

The background of this complaint is well known to both parties. So, I'll summarise the key points I've focused on within my decision.

- Following a subsidence claim in 2016, UKI funded the costs of the works for the conservatory to be rebuilt.
- There were issues with UKI's chosen supplier, so Mr R suggested a supplier which I'll refer to as S.
- In 2021, Mr R contacted S as he was unhappy that some of the glazing had some staining. S agreed to replace the damaged glazing at no cost to Mr R. However, the remaining glazing is now a different colour when viewed externally.
- Mr R asked S to replace the other panels so it all matched. S declined but offered to replace them at 50% reduction – Mr R declined, and S has now retracted the offer. Mr R wants UKI to cover the costs for this to be done.
- UKI issued its final response after Mr R approached our Service it declined to replace the remaining glass saying that Mr S had appointed the contractor, so it wasn't their responsibility.
- Our Investigator didn't uphold the complaint. Mr R didn't agree and as asked for his complaint to be reviewed by 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.

It isn't disputed that back in 2016, after problems with UKI's chosen contractor Mr R suggested S. Mr R says S was appointed through the builders being used by UKI. Due to the passage of time UKI accept it can't evidence if Mr R was made aware that if he used his suggested contractor (S) that it wouldn't be acting as UKI's agent.

Mr R was happy to use UKI's supplier and only suggested S as an option when there were issues with UKI's chosen supplier. I agree with our Investigator from what I've seen Mr R may've not chosen to use S if he had known this. So, I think it is fair in these circumstances for me to treat S as UKI's agent when the conservatory was replaced in 2016.

UKI has said for works completed by its agents it provides a 12-month guarantee. The staining on the glass Mr R discovered in 2021 happened 5 years after the work was completed so I'm satisfied that the damage to the glass wouldn't be covered under that guarantee.

When a repair is completed by an Insurer, we expect that repair to be effective and lasting. So, I've gone on to consider if the insured works completed in 2016 was an effective and lasting repair.

The staining of the windows looks to have occurred from carbonate run off from the lead flashing although S has also indicated it could just be wear and tear. From the information provided by the makers of the glass it has said the lead should be treated to reduce the potential of carbonate run off and reduce the risk of staining. But it appears that staining of this nature is always possible and even if the treatment is applied it isn't guaranteed. S says the lead was treated when the conservatory was installed.

In 2021 Mr R contacted S directly about the staining and enquiring what he could use to try and clean it. When cleaning wasn't successful S agreed to replace five panels of glass. It isn't clear why and this may've been done as a goodwill gesture, as no payment was made by either Mr R or UKI. So, when this work was completed, I'm satisfied S wasn't working as UKI's agent at this point. I say this as UKI had not appointed S to investigate the staining and it had no control over the works S took to rectify the issue for Mr R.

Mr R has explained why he didn't contact UKI about the issue. He was told in 2019 to direct further enquires either to the independent surveyor dealing with the subsidence claim or this service. However, this was at the time the subsidence claim was being dealt with and a complaint was being handled by this Service this doesn't mean Mr R should not ever contact his insurer, but I understand why he felt the need to go directly to the company that installed the conservatory.

From what I've seen there doesn't appear to have been any investigation into whether the treatment applied to the lead failed or if there was any issue with it. But I also note S has said that the issue may've just been gradual wear and tear. There is no evidence that the repairs done in 2016 were ineffective.

In summary, I'm persuaded that the works completed by S on behalf of UKI were effective and lasting. I've seen no evidence that the replacement of the panels in 2021/2022 was authorised by UKI or done on its behalf. I am therefore unable to ask it to cover any problems with the work conducted by S including the colour difference. So, I won't be asking UKI to do anything further on this complaint.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 7 September 2023.

Angela Casey  
**Ombudsman**