

The complaint

Mr Y complains, on behalf of M, about the way Sennocke International Insurance Services Limited acted when arranging a building warranty.

Reference to Sennocke includes appointed agents and representatives.

What happened

As the circumstances of this complaint aren't in dispute, I'll summarise what's happened.

- M was building a property and asked Sennocke to arrange for a building warranty to cover it. In order to obtain that warranty, Sennocke required M to facilitate four building inspections by a surveyor at certain stages of the build.
- The first two inspections were carried out. The surveyor's report following the second inspection said "next visit: roof coverings 70%, TBC by the client". After that, M's builder got in touch with the surveyor to arrange the third inspection.
- At the third inspection, the surveyor said they'd been booked too early as the roof coverings weren't at 70%. They carried out an inspection anyway but said they would still need to come back when the roof coverings were at 70%, meaning there would need to be an additional inspection – and M would have to pay for it.
- Mr Y said the surveyor was rude to his builder and didn't explain when the inspections had to take place, so he didn't think M should have to pay for an additional inspection. He also questioned why, if the surveyor saw straightaway that the roof coverings weren't at 70%, they continued with an inspection.
- Sennocke said the surveyor's report noted when the surveyor would need to inspect next. Although it accepted it could have communicated more clearly, it said M would have to pay for the additional inspection.
- Our investigator thought Sennocke had acted fairly. He thought the information it provided was clear about when the inspection needed to be arranged. And he didn't think there was any evidence to show the surveyor acted unreasonably.
- Mr Y pointed out that Sennocke's documentation said all inspections should be agreed in writing – but they hadn't been. Our investigator didn't think this had any impact on the complaint. Mr Y also said it hadn't requested or agreed to any of the inspections. Our investigator said M's builder had arranged the inspections.
- Mr Y asked for an Ombudsman to consider M's complaint.

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.

- Sennocke is an insurance intermediary. In this case, its role was to arrange a building warranty for M with an insurer. That included a surveyor, working on behalf of Sennocke, carrying out inspections during the build. The purpose of these inspections is to satisfy the insurer of the quality of the build before it provides cover.
- Whilst carrying out this role, Sennocke was required to provide M with information that was clear, fair and not misleading. In my view, that includes the information it provided about the inspections.
- At the outset, Sennocke shared information with M about the process. Amongst other things, it said the inspections must be carried out at the correct time and it was M's responsibility to arrange them. It noted a failure to do so may result in additional fees being applied. This message was repeated when the surveyor got in touch to arrange the inspections. So I'm satisfied Sennocke was clear that charges may be applied if the inspections weren't carried out at the right time.
- Mr Y has pointed out that Sennocke also said all inspections must be made by email. But, in practice, it was prepared to make arrangements over the phone. I agree that seems to be the case. But I don't think that makes a difference here. If both parties were prepared to deviate from the strict terms and make arrangements by phone, I think they were entitled to do so – as long as Sennocke provided clear information.
- Mr Y has also pointed out that the surveyor made arrangements directly with M's builder, despite it being M's responsibility. Again, I agree that seems to be the case. But I think if M didn't agree for its builder to make the arrangements with the surveyor, that's a matter between M and its builder.
- Following the second inspection, the surveyor's report set out when the next inspection should take place. It said that was when the build had reached "70% roof covering". I'm satisfied that's sufficiently clear. I understand the report was shared with M and its builder, so they were aware of the specific criteria the surveyor had set for the timing of the third inspection.
- Later, M's builder arranged the third inspection. It's not in dispute that the roof covering hadn't reached 70% by the time of that inspection. Nonetheless, the surveyor carried out an inspection. Sennocke says this is because an abortive visit charge would have applied anyway. But two further inspections were still required, so M had to pay for an additional inspection.
- The terms and conditions say "additional charges will be made for additional works, including ... inspections". So I'm satisfied that gives Sennocke the contractual right to charge for an additional inspection. The amount it charged is the standard inspection cost – there was no penalty or similar added to the cost. In the circumstances, I'm satisfied that was reasonable. I don't think there would have been any benefit to M if the surveyor had simply walked away – there would still have been a charge.
- Mr Y said the surveyor was rude to his builder and/or communicated inappropriately during inspections. I have no evidence of what was said between the parties on site. And even if I did – and it showed the surveyor was rude to the builder – that's not something I can compensate M for.
- Overall, I'm satisfied Sennocke acted fairly in this matter, so I'm not going to require it

to do anything further.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask M to accept or reject my decision before 3 January 2024.

James Neville
Ombudsman