

The complaint

Ms O complains about the subsidence repairs completed by Covea Insurance plc under her buildings insurance claim.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

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 agree with the conclusions reached by our investigator, for these reasons:

- As our investigator has explained, Covea chose to carry out repairs under the subsidence claim which means the repairs should be effective and lasting.
- Extensive repairs were completed in October 2022, yet damp appeared in the same area of the room in early 2023. Taking this into account, it's not unreasonable for Ms O to consider the new issues may well be related to the repairs Covea carried out.
- Covea says the photos show rising damp, so it doesn't think it's responsible for this. It thinks the issue is due to a closed air vent. But Ms O says there wasn't any damp in that area before Covea did the repairs. I also note that Covea didn't discover any issues with damp in that area during the repairs (it has reported on other areas where pre-existing damage was found).
- I agree with our investigator that Covea ought to have carried out an inspection at the property to establish whether the new problems were caused by or related to its repairs. I therefore require it to do so, and if the damage is found to be related to Covea's repairs, it should put this right.
- I also think Ms O has been caused inconvenience by Covea's refusal to carry out an inspection, as she has had to live with the damage whilst pursuing her complaint with this Service. I require Covea to pay her £200 compensation for this.

My final decision

My final decision is that I uphold this complaint. I require Covea Insurance plc to carry out an inspection to establish whether the damp is related to its previous repairs. If so, it should put this right.

I also require Covea to pay Ms O £200 compensation*.

*Covea must pay the compensation within 28 days of the date on which we tell it Ms O accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O to accept or reject my decision before 15 January 2024.

Chantelle Hurn-Ryan
Ombudsman