

The complaint

Mr H is unhappy that U K Insurance Limited (“UKI”) contractors damaged his dining table when his subsidence claim repairs were completed.

What happened

The background to this complaint is well known by both complaint parties. In summary:

- Following a subsidence claim, UKI’s contractors completed repairs in Mr H’s conservatory.
- During the repairs, Mr H said UKI’s contractors repeatedly took his dining table from his conservatory outside and it was left unprotected which caused permanent damage. Mr H complained.
- UKI didn’t accept the complaint. It said its contractors had provided a picture from April 2021 showing the table indoors. They’ve also seen several pictures of Mr H’s garden and haven’t seen that the table is shown to be outside. UKI say that their contractor’s policy is that if any indoor furniture is taken outside, it was protected and returned at the end of the day.
- A complaint was referred to our service. Our investigator reviewed and supported the complaint. She said extensive works to the conservatory meant there was at times no secure flooring for the table to sit on and because it was too big to go through doors leading to the kitchen she felt the only option was for the contractors to take the table outside. She felt on balance that it was exposed to the outside elements for prolonged periods and this was likely to have caused the damage.
- UKI responded, disagreeing with the investigator’s opinion. It said the photos from July and August 2021 confirm its contractor’s version of events that when the table was taken outside, it was protected. The flooring tiling was completed in July 2021 – the time of Mr H’s July photograph. And the table spent only one night outside, protected, while the flooring was settling. It said the photo of the table in the conservatory pre damage shows a table that is a different shape to the photo of the damaged table. It requested the case be referred to an ombudsman for a final 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.

Mr H has provided a photo of a covered table in his conservatory, taken prior to the damage. Unfortunately, this photo doesn't show the condition of the table. But I agree with the investigator here – I wouldn't expect him to have taken photos of his belongings in case he needed to evidence the condition of the table later.

The contractor's photo of April 2021 appears to show a table inside the conservatory which suggests work was being undertaken while the table was in situ. It said if furniture is taken outside while repairs are being undertaken, it was returned each night. This is contrary to UKI where it mentioned one occasion when the table was left outside overnight – in July 2021 when the flooring was being laid – which is supported by Mr H's July 2021 photo showing an object outside under green protective sheet in daytime. There is no table in the conservatory at this point, so I think it's reasonable to assume this was the dining table.

Further, Mr H has provided a second photo from August 2021, when repairs were being undertaken, showing the same image as the July 2021 - the table outside covered in the green protective sheet in the daytime. So, the table was outside on more than one occasion.

The contractors say a restoration company said the table had been subject to substantial water damage and didn't mention varying seasonal weather conditions. I don't have a copy of this report or how the assessment took place - desk top review etc. The damage is water damage and Mr H said this damage occurred when the table was outside. Because we know the table was outside and subjected to the elements, on balance, I think this water damage is as a result of the table being left outside.

Because I think the table was outside at periods of time and subject to the elements and this caused the damage to the table, I've considered whether UKI's contractors acted reasonably when carrying out repairs. Could they have avoided the table being damaged while carrying out repairs?

To carry out a lasting and effective repair, I'm persuaded that the contractors had no choice but to place the table outside. I don't doubt that they tried their best to protect the table when it was outside. But while carrying out repairs, an item of furniture was damaged. I don't think it's fair to put Mr H in a worse position than he was prior to the subsidence claim.

Putting things right

So, my final decision is that I support Mr H's complaint and order U K Insurance Limited to provide a cash settlement to Mr H for him to buy a like for like replacement table.

My final decision

I uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 14 July 2022.

Angela Casey
Ombudsman