

The complaint

Mr H is unhappy with how UK Insurance Limited (UKI) had handled a claim for subsidence damage made under his home insurance policy. He's said there is still outstanding work UKI needs to provide settlement for.

UKI appointed various agents to work on its behalf when progressing Mr H's claim. UKI accepts responsibility for those agents. So, any reference to UKI also includes its agents.

What happened

Mr H's property suffered from damage caused by subsidence. So, he made a claim under his home insurance policy for this.

UKI accepted Mr H's claim and carried out repair works to the property. But, in June 2022 UKI decided that whilst it would complete snagging works to the repairs it had already done, it would provide a cash settlement for any other outstanding work in respect of the claim.

UKI offered two lots of settlement in June 2022 - £9,612 and £1,030, for a list of things it said was outstanding. And UKI said it would pay Mr H VAT on these amounts, should Mr H provide UKI with evidence of the VAT having been occurred. UKI also said at this point that if there were any new elements of work that needed to be completed it would then consider these too when Mr H referred them to it.

Mr H was dissatisfied that UKI were offering a cash settlement for the remaining work. He wanted UKI to complete all work to his property that was needed due to subsidence damage. And he said the cash settlement UKI had offered wasn't sufficient.

A separate complaint looked at whether it was fair for UKI to provide a cash settlement for any remaining work, and whether the cash settlement offered in June 2022 was fair and reasonable, at that point in time. Action continued to be taken on the claim, and things moved on.

In July 2022 Mr H said he was going to get quotes to finish all of the outstanding work. At this point Mr H also raised further complaint points. For example, around some temporary fencing that had been left at the property, some beading in the conservatory that had fallen off and a floor tile in the conservatory that had cracked.

UKI visited to resolve some of these problems. Mr H noted there were still areas of the claim outstanding. In September 2022, Mr H provided two documents from a joinery firm – who said it thought the WC at Mr H's property had suffered from subsidence damage. And that there were problems with the new kitchen that had been fitted at the address.

With there still being disputes about works needed to Mr H's home, UKI said it would be willing to pay for an independent report to be carried out on the property, to establish what work was left to be done. UKI sent Mr H a list of surveyors it had got from the Royal Chartered Institute of Surveyors (RICS), and asked Mr H to pick one. Mr H didn't want to do this and wanted to source a surveyor himself.

UKI later told Mr H that it actually wasn't willing to pay for an independent surveyor to come to the property. Instead, it said the correct process was for Mr H to provide an expert report on what work was outstanding as a result of the subsidence damage to the property. And UKI would then consider this.

Mr H provided a report in November 2022. Mr H said this evidenced the works that needed to be completed to remedy all subsidence damage to his home.

UKI considered this report. It accepted that the majority of the items mentioned on the report needed remedying, by way of a cash settlement. But UKI said it didn't accept there was subsidence damage to the downstairs WC, or to a doorframe, which had been mentioned.

Mr H didn't agree it was fair for UKI to exclude the WC or a doorframe. And he said the cracking in the kitchen was getting worse and showing in other places too. Mr H made clear at this point that he didn't want UKI's agents to do the work – but wanted the cash settlement now, to get his own experts to complete the outstanding issues.

Our investigator considered this complaint about thought it should be upheld. They made a number of recommendations, including that UKI should cover the cost of repairs in the downstairs toilet, and the twisted doorframe in the conservatory, and change the material in the kitchen in line with the report Mr H provided. Our investigator said it was reasonable that Mr H didn't want UKI's contractors to complete the work and said that instead Mr H should provide two quotes for the outstanding work, and UKI should make a settlement based on the average of the two.

In addition to this, our investigator said UKI should refund what it cost him to get a report into the outstanding work needed and compensate him £150 for further distress and inconvenience he'd experienced.

UKI agreed to pay the compensation of £150 recommended, but noted it disagreed with all other recommendations. UKI said it had already accepted a number of items pointed out in Mr H's report and had asked for estimates for this work, but these estimates hadn't been provided by Mr H.

UKI also said it had appointed suitably qualified professionals to assess the extent of the damage caused to Mr H's property by subsidence – and the information they had suggested the damage to the WC and the twisted doorframe weren't subsidence related. It's my understanding that UKI said they would now want an independent professional to review these issues, and UKI would be agreed to be bound by their findings.

Mr H submitted two quotes for work at his property. One totalling £37,780 + VAT and the other totalling £32,400 + VAT. UKI didn't agree these were reasonable, and said the quotes included non-insured work too.

As no resolution was found to the complaint, it has been referred to me to decide.

I issued a provisional decision to the parties. In this I said:

"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'm intending on partially upholding this complaint.

I'd like to reassure the parties I have considered all information supplied to this service. However, when coming to my provisional decision on this complaint I've only referenced that which I think is necessary to explain the reasoning for my intended decision. That isn't intended as a discourtesy to the parties – but reflects the informal nature of this service.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether UKI acted in line with these requirements when it handled Mr H's claim.

The crux of this complaint is that Mr H feels there are outstanding items, damaged because of subsidence, or UKI's contractors, that haven't been settled as part of his claim. So, I've needed to think about whether UKI has acted fairly here.

As above, Mr H provided a report in November 2022 of the things that he considered were outstanding and should be accepted by UKI. As the purpose of this report was to establish the work outstanding to conclude the claim, I've considered the areas mentioned in this report when arriving at my decision. As well as two other further issues that were noted as outstanding – hallway tiles and electrics.

The report Mr H provided, carried out by a firm of chartered surveyors I'll call L, noted some areas it considered needed remedying.

It noted that a rear garden wall that UKI's contractors had built was cracked and built incorrectly. It pointed out several problems with this wall. These problems included a lack of foundation, an incorrect mortar mixed used, and the wall not being tied into the existing garden walls either side, leaving gaps. The surveyor noted the wall needed to be demolished and rebuilt correctly.

L also said a gatepost UKI's contractors had installed was distorted, with the post needing to be reset and the locks adjusted to ensure they worked properly.

Further to this, the report noted that the rear porch roof was covered with a rubber single ply membrane – but there were open joints where the membrane hadn't been welded together correctly. The surveyor also noted that there was no rainwater disposal. So, it was noted that the "lap joints needed to be properly formed and rainwater captured into gutters and downpipes."

Half landings between the first and second floors of the property were also mentioned. The surveyor said they understood that the half landing had been opened up and refixed as part of the subsidence repair work. But L noted that there seemed to be an area of this floor that was either missed when the work was carried out, or the work failed - as the floor was springy. A crack on the wall was also noted in this area, which L said appeared to be part of the original subsidence damage, that hadn't been repaired. So, in terms of this area, L recommended that the carpet and landing boards be removed "to ensure the trimmers were properly connected to the external wall and stair flights" as well as the crack to the wall being remedied by the crack being raked out, filled and then the area redecorated.

There were also two cracks noted on the north wall of the conservatory. L said where the first crack was, de-bonded plaster needed removal and made good. And where the second crack was, the crack should be raked out, filled and decorated.

UKI accepted the above areas in Mr H's report needed remedying. And said it would be willing for someone to attend to visit and rectify the garden walls, rear concrete post,

conservatory plaster, porch roof and half landing. As UKI accepted these items were outstanding and needed to be rectified, I haven't needed to consider these areas any further. Except to discuss whether I think UKI acted fairly and reasonably in how they proposed to rectify these problems.

Mr H said he had lost trust in UKI's contractors. So didn't want them to do the above work. UKI responded and said it had actually intended to get its contractor to quote for the above work – and then cash settle those items based on that quote, so Mr H could get his own contractor to do the work.

I agree that the appropriate way forward is for a cash settlement to be provided for the above areas. It's clear the relationship between the parties has broken down. And I think the most pragmatic way is for a cash settlement to be provided to Mr H, so he can choose his own contractor and get the above works remedied. I'm satisfied this cash settlement should be based on market rates, rather than any favourable rate UKI may get with its own contractors, otherwise Mr H won't be able to remedy the problems caused by UKI's contractors carrying out the inadequate repair works mentioned above.

Mr H has provided some quotations. But I don't think it's fair to use these quotations to settle the above. I say this because from looking at the quotes they appear to include items that don't form part of the outstanding work evidenced, or items which UKI has already provided some settlement for – such as the re-turfing. And the quotes don't break down the costs to show what it would cost solely for the work agreed above as necessary.

There were three more areas mentioned in the report – which are areas where disagreement remains. I've considered these, and whether I think UKI should do anything more in respect of them below.

Downstairs WC

Mr H has said that he feels some damage to the ground floor WC was caused by subsidence and says the report he provided from the surveyor agreed that to be the case. I've reviewed this element of the report, as well as UKI's position on the matter.

Mr H's surveyor said that on the balance of probabilities they considered it likely that the damage was caused by subsidence, given there was external work carried out because of subsidence damage in the vicinity of the WC.

UKI has said the damage claimed for in the WC isn't related to subsidence but is because of a separate problem – an escape of water.

In instances such as this, I need to review both parties' position, and decide what I think is more likely than not in the circumstances. And I must bear in mind that it is Mr H's duty to prove a loss occurred that was linked to the subsidence originally claimed for.

Having reviewed the information from both parties, I'm currently more persuaded by UKI's position on the matter. So, I don't think UKI has acted unreasonably by declining to settle any work in the downstairs WC as part of this claim.

I say this because whilst Mr H's surveyor, L, said that work was carried out in the vicinity of the bathroom in relation to subsidence, and that a moisture meter test showed no dampness, I can't see any detailed explanation as to why the external work the report refers to would have caused the internal issues noted. And, whilst the room wasn't reading as damp when the surveyor viewed the property, this doesn't seem unreasonable – given that if there had been an escape of water it may have been some time ago.

I also think UKI has provided reasonable explanations in response to L's report, and to evidence its position that the loss here wasn't linked to the subsidence claim.

UKI has said that:

"We note the Surveyor's comments that superstructure repairs were undertaken to the flank wall as part of the works, but these repairs were towards the rear corner of the flank wall and not in the vicinity of the WC and several meters away from the WC. As advised during and after the meeting on 19 April 2022, there is evidence that the boxing around the pipework has been wet due to an escape of water, hence the blown tiles and discoloured ply. The ply was dry as the radiator was turned off which was also rusty and it remains our opinion that the blown tiles are most likely due to an escape of water from the radiator or pipe and will not be addressed as part of the subsidence claim."

UKI has also referred to photos showing previous water damage, as well as information such as the fact a radiator in the room had been permanently turned off – suggesting its possible the radiator was simply turned off in the room, rather than remedying the root of the problem – this being a leak.

Given that UKI has provided a fair explanation that the external work wasn't near the WC and has provided reasonable detail as to why the room was dry but suffered a historic leak, and Mr H hasn't provided anything that firmly evidences damage caused by subsidence movement in this room, I don't intend on requiring UKI to do anything differently in respect of the WC.

Twisted doorframe from conservatory into rear living room

Mr H says this doorframe should be included as part of his claim too. L, in its report, said it understood "that during the works carried out to repair the conservatory walls, the roof of the conservatory had been removed and the bay wall area not fully protected from the elements and had become saturated causing the door to twist and distort." So, it recommended the door be replaced with a new, made to measure door.

UKI disagrees. It says the door is twisted – but doesn't consider it was twisted because of subsidence, or the way its contractors worked.

UKI has said:

"following the visit on 19th April 2022 we advised our opinion that the movement to the rear bay window is historic and the windows in the bay window open and close ok and there are no cracks around the Dining room bay window indicative of subsidence. The door was noted to be twisted but opened and closed with the latch fitting in the keep perfectly during the visit. If the door had twisted due to subsidence, there would be evidence of subsidence to the surrounding bay window.

If the door had twisted due to the door being exposed to the elements for the weeks when the Conservatory was taken down and rebuilt, then it is most likely the latch would have fitted in the keep prior to the taking down of the Conservatory and not fitted in once the Conservatory was rebuilt having been exposed to the elements, but as explained the latch and keep worked during our meeting. The door is also unlikely to have twisted due to being exposed to the elements over such a small period of time and bearing in mind the door is made from hardwood and varnished."

As with the downstairs WC in dispute, I've also needed to think about what I'm more persuaded by here, to determine whether I consider UKI has acted fairly in this respect.

And, based on the information provided to me, I don't think UKI has acted unfairly in saying the doorframe isn't something it is going to deal with as part of the claim. UKI has explained why it doesn't consider this door to have been damaged by subsidence. And I haven't seen any evidence that does show the loss was caused as a result of the subsidence that occurred.

UKI has also provided context as to why, even if the door was exposed to the elements, this was unlikely to have caused the door to twist and distort in the way that it did – given the type of wood and the way it had been treated. As this explanation considers the type of door and provides detail as to its performance before and after the conservatory work, which doesn't appear to have changed, I don't think it's fair to say UKI should be responsible for remedying this issue. So, I don't intend on requiring UKI to do anything further here.

Kitchen

Mr H has raised that there are problems with the quality of the replacement kitchen fitted at his home. The report from L that Mr H has provided notes that the damage to a kitchen post is because of water damage. But that the water had been able to seep in here because the vinyl wrap on this kitchen component had been cut and not properly sealed.

The report also noted the same was the case with the skirting/plinth. L said these areas had been trimmed at the bottom, removing the vinyl wrap, that meant water when cleaning the floor would be soaked up. It was highlighted that the vinyl was laminating around most of the kitchen and dining areas as a result of incorrect installation too. And that it wasn't possible to fit the plinths without trimming them, because of the way the base cabinet was set out.

To remedy the problem L said the components should be changed to a natural wood, which would be more robust – and then painted to match the rest of the joinery.

UKI said that it sought the manufacturer of the kitchen's advice, and that the kitchen was installed correctly. But, said that it was willing to replace the corner post with a painted softwood one as a gesture of goodwill. And that the skirtings could also be replaced with plinth and rubber seal to the bottom. UKI asked Mr H to get a quote for this work to be completed. But Mr B didn't agree with UKI's proposed way of resolving the problems in the kitchen. And wanted the work completed as per L's report.

So, I've thought about this element of the matter too. I appreciate UKI has said the kitchen was fitted in line with the manufacturer's instructions, and that the manufacturer didn't note a problem with the kitchen when it visited Mr H's home. But, based on the report from L, and photos Mr H has provided, showing the kitchen cracking in these areas, I'm more persuaded by Mr H's information that there is a problem with the areas of the kitchen mentioned above. L has provided detail of why elements of the kitchen isn't fitted correctly, and why that is causing a problem.

To remedy the matter, it seems to me that it won't be possible to fit the matching plinths from the same range, as they'd need to be trimmed. And I don't know whether the manufacturer still makes the same kitchen. So, it might not be possible to get a like for like kitchen post either.

With that in mind, I think a fair and pragmatic way to resolve this issue would be for UKI to provide Mr H with a cash settlement, based on market rates, to enable him to purchase a replacement kitchen post and plinths of natural wood around the kitchen and dining area, and arrange for these to be painted and fitted. This will then mean the replacement areas of the kitchen will match with what is already there.

Cost of the surveyor report

Mr H would have had to pay for the report he provided from L, in relation to outstanding works at his property. So, I've thought about whether UKI should be contributing towards the cost of this report.

And I think it would be reasonable for UKI to reimburse Mr H for 50% of the cost he incurred in gaining a report from L. And pay 8% interest on this amount, as detailed later in this decision. UKI had been firm in noting to Mr H that it wasn't able to accept there were further works that needed resolving at the property. For example, the rear garden wall, which UKI felt had been built correctly.

It wasn't until Mr H got the report from L, which highlighted a number of issues with the work carried out, that UKI accepted it needed to take action on some outstanding elements of the claim. As it took Mr H getting this report to evidence that further work was needed, and this was at a cost to him, it seems fair for UKI to reimburse half of this cost.

The reason I don't consider that UKI needs to reimburse the cost of the full report is there were areas in the report – the WC and twisted doorframe – that UKI had already told Mr H weren't covered. And I think UKI had acted fairly in respect of those areas. And as I don't think UKI's position on those things was unfair, it follows that it shouldn't have to reimburse Mr H for seeking to prove those elements of his claim – it was for Mr H to come up with that information.

As discussed above, there are two other outstanding issues I'm aware of in relation to Mr H's claim. These being the hallway tiles and the electrics at his home. So, I've considered these below.

Hallway tiles

Mr H has provided UKI with details of the tiles for the hallway. And has asked UKI to guarantee these tiles will match the existing tiles. UKI has told Mr H that it isn't possible to do this, given the tiles Mr H has selected have been chosen online, and would come from abroad. But that any issue with the tiles could be reviewed at a later date, when they'd arrived.

And in an email, dated 26 September 2022, UKI told Mr H that it would cover the cost of the supply of the tiles, and if the overall costs increase in respect of VAT or import charges it would ask for documentation presented to show this, so UKI could assess these costs.

I'm satisfied that's fair. I don't think UKI would feasibly be able to provide any additional guarantee of the tiles matching – the tiles are abroad. And, UKI has said it will review this at a later date – which I think is fair – given that at this stage there isn't any evidence of a problem with the tiles.

UKI has also said it will look at additional costs when it has been provided with documentation in relation to this. Mr H will therefore need to provide this to UKI, should VAT or import charges be evidenced as an issue.

Electrics

Mr H reported to UKI that in December 2022 he experienced some problems with the electrics at his property. He said the electrics tripped out, and a switch was very hot. Mr H said that two chandeliers had been installed by UKI's contractors, on a switch that couldn't

cope with those lights. And so, the switch caught on fire. Mr H said this meant the safety certificate for the electrics can't have been correct – and he'd been left with unsafe electrics.

On hearing this, UKI promptly appointed an electrician to attend Mr H's property and assess the problem. It's my understanding that the electrician noted the problem wasn't with the electrics but was with the lights that had been used in the relevant area. Mr H told UKI that it had been its contractors that fitted the lights, bulbs and switches. So, he considered that UKI were at fault here. It appears the issue with the incompatibility of the lights was fixed. So, there isn't anything outstanding here. Except for Mr H's concern that the electrical safety certificate was incorrect.

I haven't seen any information within the remainder of the information sent to me that suggests there is any further concern with the electrics at the property, or evidence to suggest the electrical certificate issued was wrong. I don't think this certificate would have been to assess the light fittings, but rather the electrics themselves. So, I don't think there is sufficient information to show the electrics are faulty, or the certificate was issued incorrectly.

UKI has asked Mr H to provide a professional report to show the electrical safety certificate was incorrect. If Mr H still feels there is an issue, it would be fair and reasonable for him to supply a professional report for UKI to consider, as at this stage I don't think there is sufficient evidence to substantiate Mr H's concerns here.

Refusal to renew

Mr H complained that UKI had decided it wouldn't renew his insurance policy going forward. UKI has provided much comment on this point to explain why it decided not to offer renewal to Mr H. So, I don't know why it decided not to offer cover, whether this is in line with what it would do in respect of other policyholders in similar circumstances. Or whether it considered the ABI guidance on continuation of cover – to which UKI are a signatory. But Mr H has told this service that he has found insurance elsewhere, and I haven't seen this has had any real effect on Mr H. So, I don't intend of requiring UKI to do anything else in this respect.

Compensation

I do however consider it would be fair and reasonable for UKI to provide Mr H with £150 compensation. As our investigator noted, Mr H's claim has experienced issues with its progression, and it's accepted that several areas of work carried out by UKI's contractors failed or were overlooked. And I can appreciate the distress and inconvenience this caused to Mr H. I think £150 fairly recognises the trouble and upset Mr H experienced in needing to pursue these issues with UKI, when they should have been dealt with correctly in the first place.

UKI agreed to this figure following our investigator's opinion. If UKI has provided this to Mr H as yet, it should now do so.

Putting things right

Given the above, I'm intending on requiring UKI to do the below:

- *UKI should provide a cash settlement for the following works to be completed, including materials and labour. The cash settlement must be based on market rates, rather than any favorable rates UKI may get with its contractors.*
 - 1) *Rear wall - Demolish and rebuild*
 - 2) *Rear gatepost – Reset post and adjust locks to ensure they work*

- 3) *Rear porch roof – Lap joints to be formed and rainwater captured into gutters and downpipes*
- 4) *Half landing between first and second floors – cracks raked out, filled in and area redecorated. Removal of the carpet and landing boards and ensure trimmers are properly connected to the external wall and stair flights*
- 5) *Conservatory – Where the first crack is, the de-bonded plaster to be removed and made good. And where the second crack is, the crack should be raked out, filled and redecorated.*
- 6) *Kitchen – Mr H to purchase a replacement kitchen post and plinths of natural wood for around the kitchen and dining areas and arrange for these to be painted and fitted.*

UKI should pay Mr H VAT on the above works, on receipt of evidence from Mr H that he paid this.

- *Pay Mr H £150 compensation for the distress and inconvenience he's experienced, as discussed above.*
- *Reimburse Mr H for 50% of the cost of report he obtained from the chartered surveyor in November 2022. In addition to this, UKI should pay 8% interest on this amount, from the date Mr H paid for this report to the date of eventual settlement, less any tax properly deductible. If HM Revenue & Customs requires UKI to deduct tax from this interest, UKI should give Mr H a certificate showing how much tax its deducted, if they ask for one."*

UKI didn't provide anything new evidence or information in response to the provisional decision. Mr H responded to the provisional decision and made a couple of points. He said the kitchen wood had gotten worse still. And he wouldn't mind UKI doing the work itself, but his choice would be to have a particular contractor do the work, that lived around the corner from his property.

Mr H also said that in relation to the downstairs WC, the radiator wasn't turned off, but just hadn't come on because it wasn't cold enough. Mr H had said he had asked UKI whether it wanted the radiator turned on, who said it didn't.

Lastly, Mr H said he hadn't chosen the hallway tiles, but rather send a link to UKI saying the tiles looked like the right thing. But he was told by UKI that they would make sure the tiles were correct.

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've decided to uphold this complaint in part.

There hasn't been any further comments or evidence from either party, that alters my findings on this complaint, or the reasoning for it. And so, my decision remains the same as that in my provisional decision, and for the same reasons.

Mr H raised some further points – which I have commented on below.

Mr H has provided further detail about the radiator in the WC. But, I'm satisfied this doesn't change the overall outcome in relation to the claimed for damage in the downstairs WC. I won't repeat what was said in the provisional decision – this is shown above. Except to say that UKI has provided a fair explanation of why the claimed for work in the bathroom isn't

part of subsidence damage – such as the explanation that the external work carried out wasn't near the WC. And, Mr H hasn't provided anything that firmly evidences damage caused by subsidence damage in this room. So, I'm not requiring UKI to do anything differently in respect of the WC.

In terms of the hallway tiles – I have considered Mr H's further point. But that doesn't alter my decision in relation to this area. I still remain of the decision that UKI's position is fair. It has said it will cover the cost of the supply of the tiles, and if the overall costs increase in respect of VAT or import charges it will ask for documentation and assess this. And has said it will review the tiles at a later date. I am satisfied that's fair – given there isn't any evidence of a problem with the tiles at this stage.

Mr H said the kitchen wood has gotten worse. I've upheld this element of the complaint, as detailed in my provisional decision – and require UKI to carry out Mr H's experts' recommendation to resolve the problem, which was to purchase a replacement kitchen post and plinths of natural wood for around the kitchen and dining areas and arrange for these to be painted and fitted. So, I don't have anything further to add here.

Lastly, Mr H has noted that he would be happy to have UKI complete the necessary outstanding works. But that his choice of builder would be the one local to him. In my provisional decision I detailed why I considered a cash settlement would be the fair and reasonable way to resolve the outstanding issues noted as upheld in my provisional decision. I haven't seen anything which changes my thoughts in this respect. So, my decision remains the same in that regard too.

My final decision

Given the above, my final decision is that I uphold this complaint in part, and require UK Insurance Limited to do the below:

- UKI should provide a cash settlement for the following works to be completed, including materials and labour. The cash settlement must be based on market rates, rather than any favorable rates UKI may get with its contractors.
 - 1) Rear wall - Demolish and rebuild
 - 2) Rear gatepost – Reset post and adjust locks to ensure they work
 - 3) Rear porch roof – Lap joints to be formed and rainwater captured into gutters and downpipes
 - 4) Half landing between first and second floors – cracks raked out, filled in and area redecorated. Removal of the carpet and landing boards and ensure trimmers are properly connected to the external wall and stair flights
 - 5) Conservatory – Where the first crack is, the de-bonded plaster to be removed and made good. And where the second crack is, the crack should be raked out, filled and redecorated.
 - 6) Kitchen – Mr H to purchase a replacement kitchen post and plinths of natural wood for around the kitchen and dining areas and arrange for these to be painted and fitted.

UKI should pay Mr H VAT on the above works, on receipt of evidence from Mr H that he paid this.

- Pay Mr H £150 compensation for the distress and inconvenience he's experienced, as discussed above.
- Reimburse Mr H for 50% of the cost of report he obtained from the chartered

surveyor in November 2022. In addition to this, UKI should pay 8% interest on this amount, from the date Mr H paid for this report to the date of eventual settlement, less any tax properly deductible. If HM Revenue & Customs requires UKI to deduct tax from this interest, UKI should give Mr H a certificate showing how much tax its deducted, if they ask for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 3 July 2023.

Rachel Woods
Ombudsman