

## **The complaint**

Mrs D is unhappy with how The Baxendale Insurance Company DAC (Baxendale) have dealt with her claim for damage to her furniture while it was being transported from Italy to her home in the UK. She's also unhappy about the time the claim has taken and that it's not yet resolved.

## **What happened**

Mrs D's claim and complaint have been dealt with by a number of different parties but the underwriters of her policy are Baxendale. She's dealt with Baxendale, their claims handlers, and the company responsible for transporting her furniture. While reference is made in this decision to some of this correspondence we are dealing with her complaint about Baxendale.

In December 2021 Mrs D had furniture transported from her holiday home in Italy to her home in the UK. Mrs D took out insurance cover with Baxendale to cover her furniture while it was in transit. Her policy provides cover for her furniture while in transit up to an amount of £35,011.

Mrs D's furniture was damaged during transit and she submitted a claim to Baxendale. She says she reported damage to one item of furniture on the date of the move, 16 December 2021, and when the furniture was delivered to the UK, she reported further damage, and provided 68 digital photographs showing this. The damage was to nine items of wooden furniture, two items of leather furniture and a crystal chandelier. In an email to Baxendale's claims handlers on 4 March 2022 Mrs D confirmed that 12 items of furniture had been damaged and the total value of the damaged items was £21,768.

The claim was accepted and Baxendale chose to arrange to have her furniture repaired. During March 2022 Baxendale's claims handlers provided Mrs D with details of a number of furniture restorers for her to contact to see if they could carry out the necessary repairs. Of these two attended her property to carry out inspections in March 2022. One of these did provide a quotation to restore her damaged leather sofa and armchair but said the repair wouldn't bring the furniture back to its original condition. So Mrs D wasn't happy with this.

During April 2022 Mrs D had further correspondence with Baxendale's claims handlers regarding her damaged furniture. On 20 April 2022 she told them that she'd contacted the numerous companies they'd suggested and it was clear that she couldn't find a company qualified to carry out the repairs. So the only option was to replace the damaged items. And in respect of the broken glass candle tube from the chandelier she said this couldn't be repaired or replaced, so the chandelier would need to be replaced.

The claims handler replied saying that Baxendale wouldn't replace any items unless they were damaged beyond repair.

Mrs D has told us that when dealing with her claim and subsequently her complaint Baxendale provided a number of different versions of the policy terms and conditions. And these weren't the terms and conditions she'd agreed to when she purchased her policy.

Mrs D has provided us with what she says are the correct policy terms and conditions. These state that where goods are damaged and can be economically repaired they won't be considered a total loss, but the insurers may pay *'a sum to cover the cost of repairs, which won't exceed the sum they'd have paid to their preferred restorer'*.

That where a goods can't be repaired, they will be considered a total loss and the insurer may, at their option either pay *'you cash based on the full replacement cost of an item of similar quality; or if the goods cannot be repaired or an equivalent replacement is not available, pay the nearest cash equivalent or current market value of the item at the time of the loss or damage'*.

And that if the insurer replaces the damaged goods which are a total loss or pay a cash settlement, then the damaged goods become their property. And the policy defines 'total loss' as *'damaged beyond repair, damaged beyond economical repair, or damaged to such an extent that the goods cannot fulfil their original function.'*

Mrs D is unhappy about the delay in dealing with her claim. She's told us that in April 2022 Baxendale stated they'd not been able to arrange an inspection of the furniture when two inspections had been carried out in March 2022. Subsequently, she says they tried to rely on the wrong terms and conditions to delay her claim, and not to honour the policy terms and conditions she agreed to.

She raised a formal complaint on 25 May 2022. Baxendale's claims handlers provided their response to this on 1 July 2022.

In this they said they couldn't process her claim until she returned a completed Claim Checklist to confirm the items she wished to claim for, which she didn't do until 15 February 2022, nine weeks after her furniture was delivered. Mrs D says this isn't correct as her furniture was delivered on 3 February 2022. So she'd submitted the Claim Checklist 12 days after she became aware of the further damage.

Baxendale confirmed that it wasn't disputed that Mrs D's furniture had been damaged in transit. But said they weren't treating her claim as a total loss, as they'd found a restorer to complete the repairs on her wooden furniture items. She'd obtained her own quotation for repairs to the leather chair and sofa and glass chandelier sleeves were available online to replace the one that had been damaged.

Mrs D responded to this saying that while Baxendale might have found a furniture restorer, he hadn't confirmed he could complete the repairs. In respect of the leather sofa and chair Mrs D says that the quotation states the restorer would use their 'best efforts' which wasn't the same as saying they could successfully restore her furniture. And she was waiting for delivery of the replacement chandelier parts if they'd located replacements.

Baxendale said they'd located a furniture restorer who considered the photographs of her damaged furniture and had said repair should be possible, but he'd need to inspect the furniture to confirm this.

Mrs D responded to this saying she'd been told by the claims handler that an inspection was required as Baxendale wouldn't process the claim until the damage had been physically examined. But she considered this unnecessary as it had been examined twice already. And she said that she'd done what she was asked to do by Baxendale and contacted five local furniture restorers, none of whom were prepared to do the work, or even provide an estimate. She'd also contacted the two furniture restorers Baxendale provided her details of and neither was able to repair the damage.

Baxendale told Mrs D that her policy terms and conditions gave them the option to settle her claim by making a cash payment to reflect the damage caused to her furniture. So they said it wasn't the case that if she couldn't obtain a repair quotation, she'd receive the insured value of the damaged items as settlement.

Mrs D didn't accept this as she said this ignored the definition of 'total loss' in her policy. And she said that numerous professional restorers had said the furniture couldn't be repaired so it should be considered a total loss. And contacting further restorers wasn't going to change the position.

Baxendale also said the Mrs D's policy provided that they could offer a cash settlement to reflect the damage or loss of appearance of her furniture. And having considered the photographs she'd provided, none of the items had sustained catastrophic damage rendering them a total loss.

In response to this Mrs D has said that catastrophic damage doesn't form part of the definition of total loss in her policy. And the photographs she'd provided show 68 separate areas of damage which no one Baxendale have found is able to repair.

The letter also deals with Mrs D's complaint about her contact details being disclosed to a furniture restorer without her consent.

Baxendale told Mrs D they wanted to work with her to reach a fair settlement.

There was further correspondence between Mrs D and Baxendale's handling agents during July 2022 regarding them providing her with a compliant final response letter. She was told that they felt they'd replied to her complaint.

Mrs D sent a further letter of complaint to Baxendale on 22 August 2022. To which they responded on 23 September 2022. This letter refers to the writer being aware of her right to bring her complaint to our service but doesn't include any referral rights.

The letter doesn't uphold Mrs D's complaint and says that the damage to her furniture, while noticeable in its unrestored state, has not affected the structural integrity of her items, which are still in use. So while the damage is consistent with transit damage, and is covered by her policy, it doesn't amount to a 'total loss' within the meaning of the policy. In support of this the letter says the policy states *'If in the opinion of the claims handlers, the goods can be economically repaired, the goods will not be considered as a total loss and there is no obligation on us to replace the goods as new'*.

The letter then goes on to say that Baxendale are prepared to offer Mrs D a settlement on the basis of cash compensation as provided for in her policy. And they say her policy says the following *'Whether the goods are repaired or not shall be at our Option. If you refuse to have the goods repaired we will pay you cash compensation to cover the reasonable cost of repair which shall not exceed the amount we would pay our preferred restorer'*.

Mrs D has said that neither of the terms quoted by Baxendale appear in the policy terms and conditions she agreed to.

Baxendale conclude their letter by saying they've asked their handling agents to establish the cost of repairs and when this is done they'll contact her with a final offer.

Subsequent correspondence between Mrs D and the company who transported her furniture confirmed that they had provided Baxendale with the incorrect policy terms and conditions, those covering domestic moves within the UK, rather than those applicable to international

moves. And that she's correct in say that the wording '*if in the reasonable opinion of the Claims Handler*' doesn't appear in the international policy wording. But both policies state that the basis of settlement is at Baxendale's option.

On 21 October 2022 Mrs D wrote to the transport company again setting out a summary of her complaint and stating that, based on the terms and conditions of her policy, she remained of the opinion that her claim should be settled on a total loss basis. And she said that this loss was £21,768 plus interest and compensation for distress and inconvenience.

She received a response telling her to complain to our service as she wasn't to be persuaded by what they said.

So Mrs D complained to our service. Our investigator considered the case and initially partially upheld Mrs D's complaint saying that Baxendale should appoint a furniture repairer to inspect and assess her furniture, to establish whether it was beyond economic repair or not. And this should happen within four weeks of Baxendale accepting her outcome, at a time and date to be agreed by Mrs D. And in addition Baxendale should pay Mrs D £350 compensation for the service they'd provided.

She'd considered the definition of 'total loss' set out in Mrs D's policy and said that as B hadn't physically inspected the furniture, she didn't think it could be considered beyond economic repair based on some repairers not being skilled in the specialist area the repairs required, or not having provided estimates for the repairs. And Baxendale had provided poor service as they should have sent someone to assess Mrs D's furniture and determine the next steps, rather than expecting her to make any arrangements herself.

When Baxendale did arrange for a furniture restorer to contact Mrs D our investigator said this was on very short notice and they should have followed this up with other appointment options. Mrs D had expressed some concerns about where the work would be done and the quality of the repairs. Our investigator said that Baxendale would be responsible for any further damage and the quality of the work. And she was satisfied that if the work wasn't done to an acceptable standard, or the restorer was unable to complete the repairs, then Baxendale would have the opportunity to explore other settlement options as set out in the policy terms and conditions.

She also commented on the email Baxendale had sent Mrs D saying, '*Please note that the insurers will not be willing to replace any items unless they have been damaged beyond use*'. Our investigator said this wasn't what the correct terms and conditions said, and there'd been several occasions when Baxendale had quoted terms and conditions from the wrong policy or quoted inaccurate claim terms. While she said she understood this was frustrating and upsetting for Mrs D, she was satisfied this hadn't affected the outcome of the claim. And she agreed that the policy said Baxendale could choose how they settled the claim and she thought this was fair and reasonable. Although she did say this should have been done on a reasonable timescale and it hadn't been.

She considered what Mrs D had said about Baxendale disclosing her personal details to their mobile restorer without her consent. And said that such disclosure was covered by the terms and conditions which said when that if a claim was made it would be necessary to share such information with other parties, including restorers. So she was satisfied this information was only shared to progress the claim.

Overall our investigator said Mrs D hadn't received the service she should have done from Baxendale and they should pay her £350 compensation for this. But she said Mrs D's furniture was in a usable condition so there hadn't been any loss of use. And if it needed to be taken for repair she didn't think they'd be a substantial impact and if there was any further

damage caused during transit, she said Mrs D could raise a new complaint.

Neither party was happy with our investigator's opinion. Baxendale said that they'd tried to send someone to assess Mrs D's damaged furniture, but she wasn't available. And they said they'd asked her to arrange repair assessments as this was part of her policy terms and conditions. So they didn't agree they'd provided her with poor service.

Mrs D said that she was concerned that the opinion had been based on misinformation provided by Baxendale. She said it's not her job to find someone to repair her furniture. Baxendale had arranged for seven different companies to assess her furniture and none of these had been able to repair it. So in accordance with her policy terms and conditions the furniture should be treated as a total loss as it can't be economically repaired. She'd co-operated with Baxendale with regard to the assessors they'd appointed and she felt further assessments wouldn't take the matter any further and she was going around in circles.

She also said that our investigator had accepted that Baxendale had referred to and relied on different terms and conditions in dealing with her claim. She felt this hadn't been taken seriously. And she didn't understand how our investigator had said this had no impact, as this had made it impossible for her to deal with Baxendale and had led to her bringing her complaint to us. She asked whether we'd be reporting how they'd acted to the Financial Conduct Authority (FCA).

Mrs D pointed out that our investigator was wrong when she said the furniture hadn't been inspected and needed to be assessed to progress the claim. The furniture had been inspected by two restorers and the core of her complaint was that as seven different companies hadn't been able to confirm they could repair her furniture, it's reasonable to assume it can't be repaired and her terms and conditions then say it's a total loss. And if it is then the options provided in the policy are for it to be replaced, or for her to receive a cash settlement.

Mrs D then said that she'd be prepared to settle her claim on a total loss basis, but with a reduced payment on the basis that she keeps the damaged furniture. And she understands that this would result in a settlement of 80% of the insured value.

Our investigator considered the comments of the parties and issued a second view in which she said that she hadn't changed her opinion. She maintained that it was still necessary for Baxendale to arrange an inspection of Mrs D's damaged furniture as of the companies who'd carried out inspections, only one provided a quote in respect of her leather furniture. They'd said they couldn't bring it to pre-damage condition, due to technical problems with the two-tone finish. And of the other companies Mrs D had contacted they'd either couldn't carry out the repairs or failed to provide a quote. So our investigator said she's not seen any evidence that the furniture can't be repaired. But if the assessor Baxendale appoint says the furniture isn't repairable, she'd expect Baxendale to treat it as a total loss.

Our investigator also maintained that although Baxendale relying on different policy terms and conditions at points throughout the claim had been frustrating for Mrs D, this hadn't had a direct impact on the claim being settled.

And while she accepted that Mrs D being out of the country made arranging an inspection difficult, the claim couldn't progress until this was done, and she expected Baxendale to contact her to arrange an assessment by their appointed assessor. They'd then be in a position to decide the settlement method for her claim.

Baxendale advised our investigator that they had nothing to add to her further opinion. Mrs D didn't accept the further opinion. She maintains that our investigator's view is based on

factual inaccuracies. And she says that throughout the claim Baxendale have attempted to rely on terms and conditions that aren't relevant to her claim, and haven't provided full disclosure of relevant information, which she considers amounts to fraud. So she still doesn't understand how our investigator can say this isn't relevant. And she's provided a list of the false statements she says Baxendale have made and asked whether our investigator has reported this to the FCA.

She says again that the furniture has already been inspected twice. And as well as a further inspection being unnecessary, it's practically difficult to arrange as she's staying in her holiday home in Italy. But had Baxendale dealt with her claim in a timely manner this wouldn't have been the case.

Since our investigator provided her further opinion Mrs D has provided details of the points she's like the ombudsman to consider. And we asked the parties if they have any evidence which summarises the damage to Mrs D's furniture and provides an indication of the value of the furniture in its current condition.

Baxendale have told us they only have the photographs Mrs D provided as they haven't been able to arrange an inspection. Mrs D has provided a document prepared by her husband, based on the quote for repair that was provided and further research. He says the value of the furniture before it was damaged was £22,000. The value in its current condition is £4,400. So the loss is an estimated £17,600.

The case then came to me for a decision.

I issued my provisional decision on 6 November 2023. And in it I said: -

*Before I consider how I think this matter should progress I want to address what Mrs D has said about how Baxendale have dealt with her claim. I think the claim has been complicated by the involvement of not only Baxendale, but their claims handler's and the company responsible for transporting her furniture.*

*I'm only considering the actions of Baxendale, the underwriters of her policy, who are responsible for dealing with the claim for her damaged furniture. But part of her complaint is that Baxendale and their claim handlers have quoted from and sought to rely on policy terms and conditions, which aren't those she agreed to. The company who transported her furniture told her that they'd provided the policy terms and conditions relating to transit of goods within the United Kingdom, rather than internationally.*

*While they may have done this, Baxendale are the underwriters of Mrs D's policy and should have been aware not only of what her policy covered, but also the correct policy terms and conditions that applied to her claim.*

*I don't agree with our investigator that this had no impact on Mrs D. It's part of the overall picture of how her claim has been dealt with, the level of service she's been provided with and the impact this has had on her and her claim. I think Mrs D has been provided with a very poor level of service by Baxendale. And I'll consider this as part of my assessment of her complaint.*

*It's not our role to punish businesses or tell how they should operate. That's the role of the FCA. If Mrs D wishes to contact about how she feels Baxendale have handled her complaint then it's open to her to do so. I'll be looking at what she's told us about their actions as part of the overall handling of her claim.*

*It's not in dispute that while being transported certain items of Mrs D's furniture were*

*damaged, or that the matter is still to be resolved. Mrs D is understandably upset and frustrated that the matter has been ongoing for so long. She believes that she's been perfectly reasonable in allowing Baxendale to arrange inspections of the damaged furniture. But says that as they haven't been able to find anyone prepared to carry out appropriate repairs, Baxendale should now pay her claim on a total loss basis.*

*Baxendale have said that they haven't had the opportunity to arrange an inspection of Mrs D's damaged furniture, but that's not correct. She's told us and I accept that two inspections were carried out by restorers whose details Baxendale had provided to her. And that she contacted five further companies who either didn't respond or said they couldn't assist.*

*Baxendale largely left it to Mrs D to contact the furniture restorers they provided details of and this isn't how I'd expect her claim to have been handled. They'd opted to endeavour to have her furniture repaired, so it was up to them to arrange to contact furniture restorers and arrange the necessary inspections.*

*On the only occasion Baxendale attempted to arrange for a mobile furniture restorer to visit her, they gave her very short notice of the appointment. And I accept what she's told us about Baxendale saying they wouldn't consider her claim without an inspection. And given that they'd previously been two inspections I can understand why she didn't think another was necessary.*

*So I need to consider whether it's now reasonable to say that Baxendale should be able to arrange a further inspection of Mrs D's furniture to establish whether it can be repaired. Having considered the outcome of the two inspections that were arranged and that Mrs D contacted five other companies nominated by Baxendale, who couldn't assist, I don't think it is. I think Baxendale have had more than enough opportunities to arrange an inspection.*

*And if the furniture isn't repairable then according to the terms and conditions of Mrs D's policy it should be treated as a total loss.*

*Mrs D has said that if her furniture is treated as a total loss she'd be prepared to accept a reduced settlement based on the difference between the value of her furniture before it was damaged and its value now, on the basis that she be allowed to retain the furniture. While her policy provides for any items to become the property of Baxendale when they'd declared a total loss, I think this is a reasonable compromise of her claim.*

*But we then have to consider the valuation of the furniture before it was damaged and now. Given the value of the damaged items I'd expect Mrs D to have valuations for contents insurance purposes, or to be able to provide receipts to confirm the value of the items. If she can provide such valuation evidence then Baxendale should accept this as confirmation of the value of the items before they were damaged. If she can't provide such evidence a valuation will be required.*

*Turning to the value of the furniture in its current damaged state, while I'm grateful to Mrs D's husband for the document he's provided I think a more formal valuation is required. Mrs D will be able to tell me whether this is something she can arrange to obtain from the company who made the furniture. If this isn't possible then the parties should agree who is to provide a valuation within one month of my final decision. And this valuation should if necessary cover the value of the furniture before it was damaged.*

*With regard to how Baxendale have handled Mrs D's claim, I've said above that I think they've provided her with very poor customer service. They left her to arrange inspections of her damaged furniture when this was their responsibility. They didn't seem to be aware of the correct policy terms and conditions which applied to her claim, even though they are the*

*underwriters of her policy. This has led to delays in the handling of her claim as no one from Baxendale appears to have really considered what they needed to do to attempt to resolve the claim.*

*How her claim has been dealt with has caused Mrs D distress and inconvenience for which she should be compensated. Having considered everything that has happened I think the appropriate level of compensation is £500.*

*To resolve Mrs D's complaint I require parties to do the following: -*

- Baxendale to settle Mrs D's claim on the basis that her damaged furniture isn't repairable and is a total loss.*
- Baxendale to allow Mrs D to retain her damaged furniture and deduct the value of the furniture in its current damaged state from the total loss payment she receives.*
- Mrs D to provide Baxendale with evidence of the pre-damage value of her furniture within 14 days of my final decision if this is available.*
- Mrs D to provide Baxendale with a valuation of her furniture in its current damaged condition within one month of my final decision if she can obtain this.*
- If Mrs D can't provide these valuations then the parties should agree who will provide the valuations with two months of my final decision. The valuation to be arranged within a reasonable time of such agreement being reached, and no later than one month after agreement is reached in respect of who should provide the valuation report.*
- Baxendale to settle Mrs D's claim on the basis of the valuation within 14 days of receiving the valuation report.*
- Baxendale to pay Mrs D £500 for the distress and inconvenience their poor handling of her claim has caused her.*

So my provisional decision was that I upheld Mrs D's complaint.

Mrs D has confirmed that she's happy with my provisional decision. She's said that she can provide valuations for the pre-damaged value of her furniture, although she'll need to obtain a valuation for the chandelier.

She's also advised us that her wooden furniture was manufactured in Italy, by a company who don't have offices in the UK. So it won't be possible to obtain a valuation from them, and they didn't make her leather furniture or chandelier. She suggests obtaining a valuation from someone who understands local market conditions, either a local professional valuer or furniture outlet that deals in pre-owned furniture. And she says her research suggests that such a valuer would charge around £95 an hour plus VAT. And she's asked who would cover this cost if it's considered a reasonable option.

On her return to the UK Mrs D told us she'd been able to go through the receipts for the purchase of her furniture. She's said that the purchase price isn't the same as the replacement price and the insurance form she completed asked for the replacement cost in the country of destination. And as the furniture had been discontinued Baxendale advised her to add 15% onto the purchase price to be able to submit the replacement price. This increased the premium she paid for her policy. This also means the price on the receipts is lower than the replacement price on her policy. But Mrs D says had she simply used the



replacement price she would have been under insured.

Mrs D has also told us that she visited a local furniture outlet to obtain a valuation for the furniture in its current condition. She says she was told they wouldn't be able to sell on any furniture that had been classed as a total loss, so it would have no commercial value and would be classed as scrap.

Baxendale have made the following comments on my provisional decision: -

- 1) That the company who transported Mrs D's furniture didn't provide her with the terms and conditions relating to transit of goods within the UK. And when she returned her acceptance form the email contained a link to the international terms and conditions.
- 2) They've demonstrated that Mrs D was provided with the correct policy terms and conditions. And these were used in processing her claim.
- 3) Given that the correct policy terms were issued to Mrs D, the provision of incorrect policy details can't have impacted her.
- 4) Only the leather sofa and armchair have been inspected and a report/quotation provided. Although the wooden furniture was inspected by a restorer, no report/quotation was provided. They've found another restorer to physically inspect the wooden furniture so the feasibility of repair can be assessed. So when Mrs D says they haven't been able to find anyone prepared to carry out appropriate repairs this isn't correct.
- 5) The repair of the wooden furniture remains unquantified and the fact that five companies did not respond or could not assist doesn't show that the furniture can't be repaired.
- 6) The policy states that Mrs D is responsible for obtaining repair quotations. And it's not correct that they left Mrs D to contact the furniture restorers. They provided details of a French polisher on 15 March 2022, of two leather restorers and a furniture restorer on 18 March 2022, another furniture restorer on 23 March 2022 and tried to arrange an inspection on 27 April 2022.
- 7) The wooden furniture still needs to be inspected by a furniture restorer as the restorer who visited Mrs D didn't provide any report or valuation.
- 8) The furniture restorer they've found believes that repairs are possible but wishes to view the furniture so an accurate quotation can be provided. The fact that five other companies Mrs D spoke to on the telephone couldn't assist doesn't mean the furniture is beyond repair.
- 9) It can't be agreed that Mrs D's furniture is a total loss until it has been respected by a professional furniture restorer who has provided their findings in writing.
- 10) I've said that while the policy says if the furniture is treated as a total loss it becomes the property of Baxendale, I consider it reasonable for Mrs D to retain it subject to her received a reduced settlement based on the difference between the value of her furniture before it was damaged and its value now. Baxendale say that the policy provides that the settlement option is their decision and if the wooden furniture cannot be repaired they have the option to offer cash compensation to reflect the damage and any loss of appearance.

- 11) Given the level of damage to Mrs D's furniture evidenced in the photographs she provided they don't consider the items to be a total loss and would offer cash compensation.
- 12) Mrs D has already provided the insurance value of her furniture on the Itemised Cover Form that she completed prior to her move.
- 13) They've requested a copy of the document relating to the valuation of the furniture provided by Mrs D's husband. This has now been provided to them. They've asked what experience the manufacturer of the furniture has regarding the value of second-hand furniture. And have said its current value should be assessed by an auction house that regularly deal with this type of furniture.
- 14) They've said the compensation level I've suggested should be reassessed as there is a significant amount of incorrect information in the correspondence they've received.
- 15) They don't know if the wooden furniture is repairable because it hasn't been physically assessed and until the likelihood and cost of repair has been fully explored settlement should not be decided upon. Mrs D has provided the value of her furniture prior to her move. And she still needs to provide the replacement cost for the damaged glass tube from her chandelier. These are readily available and the entire chandelier doesn't need to be written off.

We provided a copy of Baxendale's comments to Mrs D and she's asked on what basis the settlement she receives would be calculated. Would it be based on the replacement value agreed on the itemised cover form she completed or based on the original purchase price.

If her furniture is valued by an Auction house as Baxendale have suggested, she'd asked if Baxendale will cover the cost of the valuation.

She's also said that Baxendale's claims handlers said on 1 July 2022 that glass chandelier sleeves are available online to replace the one that has been damaged. And in their response to the provisional decision they've repeated this and asked her to provide a replacement cost. If they say it's available Mrs D says they should be able to provide her with details of the supplier and the cost.

She's provided further details of the chandelier saying it's one of a matching pair. She doesn't know exactly how old they are, but the estimate is 90 years. She bought them in an antique shop about 25 years ago. The shop has since closed down.

When the chandeliers were being transported the removal company insisted on them being packed in individual specialised wooden containers at an additional cost of £80 per container.

Each chandelier has five lights and each of these is mounted above a glass tube. One of the glass tubes broke despite the special container. Mrs D has told us that the glass tube is not just decorative, it provides an insulated safety cover over the electrical wiring and connection to the light fitting. Without the tube she says there's a danger of electrocution.

She's also told us that she's checked numerous suppliers and can't find a replacement part. So she's not happy that Baxendale haven't provided any assistance in replacing a part they say is readily available.

Baxendale have asked us to confirm which incorrect policy terms were quoted to Mrs D and why I've said her furniture should be treated as a total loss when it hasn't been inspected.

Given their comments about Mrs D providing details of the value of her furniture before the move, we asked Baxendale to confirm that they accept the value was £35,011 as stated on the Itemised Cover Form.

Baxendale have confirmed that the pre-accident value of Mrs D's furniture as set out on Itemised Cover Form is agreed. So a valuation of the furniture before it was damaged isn't required.

And we asked for their further comments about the suppliers they say can provide a replacement glass tube for her damaged chandelier. In response to this Baxendale have said that Mrs D hasn't provided this information and if she confirms the size of the glass tube required and the names of the companies she's contacted they'll source an appropriate replacement part.

### **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.

Baxendale have said I should reassess my opinion as there's a lot of incorrect information in my provisional decision. I don't accept that this is correct, I set out my opinion clearly and explained my findings.

But to make things clear I'll deal briefly with the points raised by both parties.

Mrs D has never said she was provided with the wrong policy terms and conditions. And I didn't say that she had. She'd said that Baxendale's claims handlers had referred to terms and conditions that didn't appear in her policy. This is clear from her correspondence with Baxendale and their claims handlers. And I said that it was the removal company who said they'd provided the wrong policy conditions to Baxendale's claims handlers.

I remain of the opinion that Baxendale's claims handlers did refer to incorrect terms in their dealings with Mrs D and this impacted on her and delayed her claim.

I haven't changed my mind about Mrs D's furniture being treated as a total loss. She co-operated with Baxendale in respect of arranging an inspection. She contacted the various companies Baxendale had suggested to her. Both the leather and wooden furniture have been inspected. And Mrs D isn't responsible for the assessors not being able to carry out the repairs or being unwilling to provide a quotation.

My opinion remains that Baxendale had ample opportunity to arrange an inspection, and it isn't fair to Mrs D to delay things further by saying an inspection should be arranged now. Rather than simply sending Mrs D details of furniture restorers, if they'd checked whether the people they'd recommended were appropriately qualified, and could do the work, then I think her claim would have been resolved some time ago.

Baxendale have said on a number of occasions that replacement glass tubes for Mrs D's chandelier are readily available online. We sent them the further information Mrs D has provided about the chandelier, and they've now said that if she provides details of the glass tube required and the companies she's approached they'll source the appropriate replacement part.

In July 2022 Baxendale said the replacement glass tube required was readily available online. This suggested that they'd checked and knew the tube was available. Clearly this isn't the case, as they're now asking for details. I accept what Mrs D has told us about the chandelier, the enquiries she's made and that it hasn't been possible to find a replacement. And I think that giving Baxendale more time to source a replacement is only going to delay the resolution of the claim. So Mrs D's chandelier should be treated as a total loss.

As the parties have both now confirmed that the pre-damage value of Mrs D's furniture was agreed as the amounts she set out on the Itemised Cover Form completed before her furniture was transported, there is no need for a pre-damage valuation to be obtained. But a valuation of the damaged items is still required.

My opinion that Mrs D has had a poor customer journey and has suffered distress and inconvenience as a result hasn't changed. Taking everything into account, and having considered Baxendale's comments, I still feel that the appropriate level of compensation is £500.

### **Putting things right**

To resolve Mrs D's complaint I require parties to do the following: -

- Baxendale to settle Mrs D's claim on the basis that her damaged furniture, including the antique chandelier, isn't repairable and is a total loss.
- The pre-damage value of the damaged items to be taken from the valuation of the furniture is as set out in the Itemised Cover Form completed before the furniture was transported. These values being agreed by the parties.
- Baxendale to allow Mrs D to retain her damaged furniture and deduct the value of the furniture in its current damaged state from the total loss payment she receives.
- The parties should agree who will provide the valuation of the damaged furniture within one month of the acceptance of my final decision. The valuation to be arranged within a reasonable time of such agreement being reached, and no later than one month after agreement is reached in respect of who should provide the valuation report.
- Baxendale to settle Mrs D's claim on the basis of the agree pre-damage value, less the current value as set out in the valuation report within 14 days of receiving such report.
- Baxendale to pay Mrs D £500 for the distress and inconvenience their poor handling of her claim has caused her.

### **My final decision**

For the reasons set out above and in my provisional decision, my final decision is that I uphold Mrs D's complaint about The Baxendale Insurance Company dac.

And I require them to take the steps set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 5 March 2024.

Patricia O'Leary  
**Ombudsman**