

The complaint

Mrs A complains that U K Insurance Limited (“UKI”) damaged her block-paved driveway whilst carrying out repairs to her home. She’s unhappy with how UKI has proposed to resolve the situation.

Mrs A has been represented by her daughter. For clarity, I’ll refer to any comments made by her daughter as though they were made by Mrs A.

This complaint involves the actions of agents for whom UKI is responsible. Any reference to UKI includes its agents.

What happened

Mrs A’s home was damaged by fire. She made a claim to UKI and it carried out repairs. During the repairs, render was splashed on to parts of Mrs A’s driveway. UKI used a cleansing product to remove the render but, unfortunately, this damaged the affected driveway blocks.

Mrs A complained to UKI. She thought UKI should repair her driveway to make it look like it did before. She didn’t want old blocks mixed in with new ones because she thought this wouldn’t look right. She said if UKI couldn’t repair the driveway, it should replace it. She also became unhappy with how long things were taking.

UKI thought the driveway could be repaired. This would involve using the perimeter driveway blocks to replace the damaged ones, and then replacing the perimeter blocks with new ones. UKI estimated that this would cost £2,160. UKI wasn’t willing to do the work itself, so it offered this amount to Mrs A as a cash settlement. Mrs A didn’t think this was fair because she said her driveway would look different to how it was before.

UKI took a long time to send Mrs A its final response. When it did, it agreed it was responsible for the damage caused by the cleansing product. But it didn’t accept responsibility for some other areas of damage that it thought were pre-existing. It maintained its offer of £2,160. But it acknowledged that there had been delays so it offered Mrs A £500 to apologise for this.

Mrs A didn’t think this was fair, so she referred the matter to the Financial Ombudsman.

During our investigation, UKI offered to increase its cash settlement to £2,527.20 to ensure Mrs A could have the work done for the amount it was offering.

Mrs A spoke with three local driveway companies and provided written quotes from them. They all concluded that UKI’s proposed repair wouldn’t work and the driveway would need to be replaced. UKI didn’t accept this, but it offered to put forward three independent surveyors, of which Mrs A could choose one, to inspect the driveway and determine whether it could be repaired.

I considered the complaint and issued a provisional decision. I said I thought the fairest outcome would be for UKI to pay Mrs A's reasonable costs of replacing her driveway. I explained my decision as follows:

"The proposed repair"

UKI has accepted that it damaged Mrs A's driveway and so it needs to put that right. I've considered UKI's cash settlement and the proposed repair it's based on – and I don't think it represents a fair and reasonable resolution to the complaint. I say this because I'm not convinced the proposed repair will be effective, or that Mrs A can reasonably have it carried out.

It's reasonable for Mrs A to expect that her driveway will be returned to the way it was before, or, at the least, to a very close match. Mrs A doesn't want mismatched block paving and I don't think that's unreasonable, because she had uniform block paving before UKI's contractors damaged it.

The parties agree that new blocks won't match the old ones. So, UKI's proposal involves using the existing perimeter blocks to replace the damaged ones in the centre of the driveway, and then replacing the perimeter blocks with another colour of Mrs A's choosing. This isn't a perfect solution because Mrs A would be left with a contrasting border that she didn't have before and that she's said she doesn't want.

Even so, the crucial problem with this proposal, in my view, is that there aren't enough perimeter blocks to replace all of the damaged ones. UKI's quote says new ones would be needed to "replace entirety of blocks in front of lounge window". This is supported by one of the driveway companies that Mrs A spoke to, who confirmed in writing that there aren't enough perimeter blocks.

I've looked at photos of the affected area under the lounge window. It's a relatively large section at the front of the house facing the street. So, I think UKI's proposed repair would result in a significant section that's mismatched to the rest, and I think this would be clearly visible. I don't consider this to be a fair way for UKI to leave Mrs A's driveway after damaging it.

In addition, I'm not persuaded that Mrs A can reasonably have the repair carried out. The contractor that quoted the work for UKI has said it isn't willing to carry out the repair. UKI has said it doesn't have another contractor willing to do the work. I don't necessarily find this to be unreasonable as long as UKI can show that a cash settlement would enable Mrs A to have the work done herself. But Mrs A has provided persuasive evidence from local driveway companies, the sorts of companies that it's reasonable to expect her to use, who have unanimously stated, in writing, that they won't carry out the proposed repair because it either won't work or it will result in a substandard finish. So, I can't conclude that a cash settlement is fair and reasonable – and I therefore don't intend to tell UKI to pay this.

I accept that UKI has some concerns about the impartiality of those driveway companies. But I've already explained why I don't think the proposed repair is fair and reasonable, even if Mrs A could find a contractor to do the work. However, I'm persuaded based on the evidence presented to me that she can't, without the work resulting in a substandard finish.
An independent survey

As a compromise, UKI has proposed that an independent surveyor inspect the driveway to determine whether it's repairable or not. UKI has agreed to be bound by the surveyor's findings and to cover the cost. Mrs A doesn't think this is fair because it would cause further delays and she doesn't think more evidence is needed.

I've thought carefully about UKI's proposal. I understand why it would like the assurance of a surveyor's opinion. But I'm not convinced that this will lead to a fair outcome. I think it's likely that the surveyor will either conclude that the driveway needs to be replaced, which is already an option. Or, that UKI's proposed repair is feasible. But, even if it is feasible from a technical standpoint, I've already explained why I don't think it would produce a fair outcome. It follows that I don't think it would be fair for UKI to agree to be bound by a surveyor's findings when I consider one of the two most likely outcomes to be unfair.

I also don't think further technical comment will be helpful in this matter. I accept there's a possibility that a surveyor will recognise another method of repair that hasn't been considered. But both parties have put forward a good deal of technical comment from professionals with significant expertise. If there were another way to repair Mrs A's driveway, I think this would have been put forward already.

This leads me to conclude that the only fair and reasonable option left is for the driveway to be replaced.

I recognise UKI is likely to find this disappointing. I acknowledge its concern about proportionality – the damaged blocks make up a relatively small percentage of the overall driveway. UKI has also suggested that there could be pre-existing issues with the sub-base. But the crux of the matter is that UKI needs to put right the driveway that it has damaged. I'm not persuaded that it can do so fairly and reasonably via repair, so, replacement is the only remaining option.

Therefore, I intend to tell UKI to pay Mrs A's reasonable costs to replace her driveway. Mrs A has already provided three quotes. They're more competitive than the quote UKI obtained for replacing the driveway, so UKI should base its settlement on Mrs A's quotes. If Mrs A finds that some or all of the quotes are out of date and no longer valid, UKI should allow Mrs A the opportunity to submit additional quotes so that there are three in total and UKI should base its settlement on these. This ensures Mrs A can have the work carried out with UKI paying a fair and competitive price.

In terms of compensation, it's clear to me that the matter dragged on for several months. I can see this has caused Mrs A a lot of frustration and upset. She was chasing UKI to find out what was happening, and I think it's fair to say there were several periods of avoidable delay, on top of the upset from the damage to the driveway. I've also kept in mind that this came towards the end of a very difficult period for Mrs A following the loss and rebuilding of her home.

UKI has offered £500 to apologise for this. I've thought about this amount in light of the impact this dispute has had on Mrs A and the additional work she will now face to have her driveway replaced. Having done so, I think £500 is a fair and reasonable amount of compensation for UKI to pay. It's in line with what I would have awarded, and with our published guidelines on compensation for distress and inconvenience. So, if UKI hasn't already done so, I intend to tell it to pay this to Mrs A.

I recognise Mrs A may feel that more compensation is due. But I consider £500 in addition to the replacement of her driveway to be a fair and reasonable outcome in the circumstances.

Responses

Mrs A and UKI have said they accept my provisional decision – and they haven't provided further comment. So, I now consider it appropriate to issue my 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.

As both parties have accepted my provisional decision, I see no reason to change my outcome.

I've considered the matter again and my opinion hasn't changed. So, the findings of my provisional decision are now the findings of this, my final decision. I direct UKI to resolve the matter as set out below.

Putting things right

To resolve this complaint, I require UKI to:

- pay Mrs A's reasonable costs to replace her driveway (as set out above).
- pay Mrs A a total of £500 for distress and inconvenience, to be reduced by any amount it has already paid.

My final decision

For the reasons I've given, I uphold Mrs A's complaint about U K Insurance Limited and direct it to do as I've set out in the "putting things right" section of my decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 22 April 2025.

Chris Woolaway
Ombudsman