

complaint

Mr G and Miss G have complained about U K Insurance Limited (UKI) as they feel its contractor stole some items from their home or at least left it unsecured. They also feels a bedroom ceiling wasn't repaired as required. Mr G has mostly corresponded on this complaint so this document will refer mostly to him.

background

UKI did some work at Mr G's home in relation to a subsidence claim he made to it. During the repair programme no security fence was erected as agreed and costed for. Also, twice, keys to the front door were lost and locks had to be changed, although they weren't changed straight away. Further the back gate was left open. A toolbox, step ladders and some other items went missing and Mr G blamed UKI. UKI said it had no responsibility to keep Mr G's home secure during the repairs. It said its contractors hadn't stolen anything, none of their items had been taken and any issue of theft should be covered by Mr G's current insurer. Mr G didn't agree, and pointed out his current insurance had restrictions on it because he'd been living away from the property due to the UKI claim and repairs.

Mr G also asked UKI to replace a bedroom ceiling. He said it had been agreed during the claim that the ceiling would be over-boarded and skimmed but it turned out the cracks in the existing ceiling were just filled. UKI said it had, at one stage, intended to over-board it but then changed its mind. It said the filled ceiling was still an effective repair. Mr G didn't agree.

Our adjudicator said she thought, upon proof of ownership, UKI should replace the items Mr G had reported to it as stolen or missing. She said though that she wasn't persuaded that the ceiling needed further work and it wouldn't be fair to make UKI replace it based merely on it having said at one stage that it would.

UKI accepted our adjudicator's view. Mr G said proving what he'd owned would be difficult and that, in his view, UKI had prevented him from objecting to how it had repaired the ceiling. He said UKI had entered into a contract to over-board the ceiling and currently it was in breach of that contract.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

stolen/missing items

UKI did have a duty to look after Mr G's home. And that duty included keeping the home and his belongings secure. I think UKI failed Mr G in this respect and I see it has accepted this. The issue then becomes one of how does UKI make up for this failure. I'm satisfied it needs to replace Mr G's lost belongings but I note Mr G hasn't, as yet, put any value on these. I also note the saving UKI made, potentially at Mr G's expense, by not installing security fencing. I say 'potentially' as it's not clear this fencing would've stopped the items going missing, especially if Mr G's suspicion as to their whereabouts is correct.

I understand Mr G's concerns about proving what he owned but I think he needs, to some extent at least, be able to show he most likely had the items he wants UKI to replace. Now UKI knows that this service expects it to be flexible as to what type of evidence it'll accept

and, given the circumstances here, I think it'd only be fair if it was very flexible. So, for example, it might like to review the Police report that Mr G made to see what he listed on there. It also might like to have one of its expert loss adjusters interview Mr G to get him to describe in detail what he had and any background story about the items such as where and when they were purchased. This is an approach that insurers often take when assessing claims for stolen jewellery. Mr G will still have to do what he can to establish the items he had but, given the circumstances, as I said above, UKI needs to be very flexible and prepared to give Mr G the benefit of the doubt particularly up to the value of what it saved on his claim but not putting in security fencing.

bedroom ceiling

I understand why this has frustrated Mr G and why he feels UKI should now over-board it anyway. But the fact that it agreed to over-board it at one point doesn't prevent it from changing its mind. However UKI completed the repair; it's responsible for those repairs. So if the repair isn't long-lasting, it'll have to rectify that. If a persuasive expert opinion is received that shows the repair wasn't to standard then it'll have to look at that. But until such a time as the repair fails or an expert view that it's substandard is received, I can't fairly make UKI re-do this.

I know Mr G feels he was mis-led over this but he still has the chance to get an expert view on the work. So I'm not persuaded that UKI has prevented him from challenging its view. I've also seen no evidence that the loss adjuster made some kind of agreement with him, only to, behind his back, have the contractor do something different. I can fully see why Mr G might feel like this is what must've happened but in my experience agreed work on a job like this can change minute by minute. Ideally the change would've been reported to Mr G. But the fact it wasn't doesn't make me think the work has to be re-done or that UKI set out to deliberately mis-lead Mr G.

my final decision

I uphold this complaint in part. I require UKI to make a settlement to Mr G and Miss G for their missing items, in doing so it must take into account my comments above about flexibility. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Miss G to accept or reject my decision before 30 December 2015.

Fiona Robinson
ombudsman