

The complaint

Mr W, Mr W, and Miss W complain on behalf of the late Mr W about U K Insurance Limited (“UKI”) and its handling of a subsidence claim.

The policy in this case was held by the late Mr W. As Miss W has led this complaint with this Service, and represented Mr W in making the insurance claim, I will largely refer to her within my decision.

What happened

The background of this complaint is well known by all parties, so I’ve summarised events.

- In April 2020 a claim was made on Mr W’s policy for subsidence. Mr W was elderly and receiving palliative care across the life of this claim.
- UKI accepted the claim and works were “completed” in December 2020.
- Miss W made a complaint to UKI concerning outstanding snagging issues. She said the need for additional contractors to visit the site as a result of these issues caused Mr W unnecessary stress and risk to his health – taking into account the backdrop of Covid-19 around this time. And she says the additional two weeks of alternative accommodation was not good for his wellbeing.
- Miss W also sought to claim for four items of missing jewellery that she says were taken while Mr W was in alternative accommodation. These included three items that didn’t belong to Mr W or Miss W and instead to other parties, so UKI declined to cover them. One missing ring was owned by Mr W, UKI considered it, and asked for supporting evidence (such as photos). Miss W was unable to provide any evidence, so it declined the claim.
- Miss W also raised issues around the electrics in the kitchen (including the hob and isolation switch). This included works completed by Miss W’s own contractor – but she argued UKI should’ve intervened as it was overseeing the works. UKI since has agreed to replace the hob, but Miss W outlined the impact this had on Mr W’s ability to make meals and general wellbeing.
- Snagging issues were still being rectified by UKI at the time the complaint was looked into by one of our Investigators who upheld the complaint, saying:
 - The snagging issues were avoidable and while in places were cosmetic, had caused unnecessary distress and frustration to Mr W.
 - UKI had acted fairly by declining the three items not owned by Mr W or Miss W, and that UKI had reasonably asked for evidence to support the loss of the ring. As no evidence was available at all, she felt in this case it wouldn’t be reasonable for UKI to cover the item it simply couldn’t validate.
 - It wouldn’t be reasonable to direct UKI to take responsibility for works completed by a third-party contractor. But UKI’s initial installation led to the issues with the hob.

- The Investigator directed UKI to pay £550 compensation for the poor repairs and overall impact.
- UKI agreed. But Miss W didn't. She said she wouldn't have ever put jewellery into storage if she had known it wouldn't be covered – and that she should've been given terms and conditions.
- The Investigator looked again but didn't change her mind. Saying ultimately the issues of substantiation and ownership hadn't changed whether or not Miss W had been provided with terms of the removal company.

So, the complaint has been passed to me for an Ombudsman's 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.

Having done so, I'm upholding this complaint. I'll explain why, but before I do so, I want to first extend my sympathies to Mr W's relations for his loss.

The nature of my role is that I must assess the evidence from an independent and impartial perspective and reach a decision I consider fair and reasonable in all the circumstances. That may mean at times I may sound matter of fact or dispassionate. I want to be clear I mean no disrespect by this, it's simply the nature of my role.

Snagging issues

- UKI has an obligation to handle insurance claims promptly and fairly, which I've kept in mind. I have only considered events that have taken place up until November 2021 within this decision. And as many of the snagging issues were still ongoing at this time, I will not detail each of them within this decision and instead leave this matter for UKI to conclude its works. But I will consider its handling of these issues overall and whether it has caused avoidable delays and distress and inconvenience.
- UKI has accepted our Investigator's view that its mistakes had elongated the claim for Mr W and in turn made the time more challenging than it needed to be. And it seems that many of these snagging issues were either avoidable or could've been addressed at an earlier time. So, I'm satisfied UKI didn't handle this claim promptly and fairly at all times.
- I have considered how these mistakes impacted Mr W, and taken into account the significance of them on Mr W's everyday life, including the additional time he spent in alternative accommodation.

Jewellery

- UKI arranged for the contents of Mr W's property to be moved and put into storage.
- During the move, Miss W has said several items of jewellery went missing. The total value of which I understand was over £8,000.
- From what I've been, these items were never included on an inventory list that was produced at the time. And I have seen Miss W was required to take photos of potential breakable items to provide to the movers. So, it's unclear to me why jewellery of such value would require storage or wouldn't be drawn to the attention of either the insurer or the moving company. In the circumstances, I think it's reasonable that UKI would expect the parties to substantiate and provide details to

support a claim of this nature.

- Three of these items do not belong to Mr W and instead to a third party. UKI advised the third party to seek cover under their own policy for their items. I think this is appropriate in the circumstances. And while I understand the third party may not have their own insurance policy, this is not the responsibility of UKI. This party has mentioned that they could be considered to be living at the property in question, but they've not provided me or UKI with evidence to show this is the case.
- I understand the remaining item – Mr W's ring – was very old. So, substantiation of such an item may not be possible by obtaining receipts for example. But Miss W was unable to provide any evidence to support the claim. And in the circumstances outlined above, I'm satisfied UKI has fairly declined to cover this any further.
- Miss W has put forward that UKI or its removal company should've shared its terms and conditions with her. And had it done so, and she had been aware it wouldn't cover jewellery items, she wouldn't have put those items into storage. Given the type of items in question, it strikes me that jewellery of this nature would hold both financial and sentimental value to its owner, so I'm not persuaded, on balance, these terms being shared with Miss W or Mr W would've changed any decisions made.

Kitchen works

- I'm in agreement with our Investigator that the responsibility of works carried out by a third party would not sit with UKI.
- I agree that the installation of the hob appears flawed, and led to avoidable delays and frustration for Mr W.

Overall

Considering all of the circumstances outlined above. I'm persuaded that UKI needs to provide compensation for the impact of this claim on Mr W prior to his passing. And a sum of £550 is reasonable in the circumstances.

My final decision

I uphold this complaint. U K Insurance Limited must pay the estate of Mr W £550 for the distress and inconvenience it had caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W, Mr W and Miss W and the estate of Mr W to accept or reject my decision before 5 May 2022.

Jack Baldry
Ombudsman