

## **The complaint**

Mr W complains about U K Insurance Limited's ('UKI's) handling of a claim made under his landlord insurance policy.

Any reference to UKI includes the actions of its agents.

## **What happened**

Mr W holds a landlord insurance policy with UKI which covers a property he rents out. In early November 2022, a fire broke out in the property and caused damage. Mr W notified UKI of this the following day and made a claim.

A few months later Mr W complained to UKI about the delays with the claim. He said he still hadn't received a schedule of works, and didn't know when the repairs would begin.

UKI issued its final response on the complaint on 26 April 2023. It accepted there had been unnecessary delays and that its loss adjuster had provided a poor service. It paid him £350 compensation for this, and confirmed it would continue to chase the loss adjuster to find out when the repairs would take place. It also said it had reassigned the claim to one of its senior claims handlers. Unhappy with this response, Mr W brought a complaint to this Service.

Our investigator recommended the complaint be upheld. She thought total compensation of £500 was more appropriate to recognise the distress and inconvenience caused to Mr W by the delays up to that point, and therefore recommended UKI pay a further £150. She also recommended that UKI provide a schedule of works and a start date for the repairs within three weeks.

Mr W didn't accept our investigator's recommendations in respect of compensation. The matter has therefore been passed to me for a 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 agree with the conclusions reached by our investigator for these reasons:

- I've only considered events up to the date of UKI's final response letter of 26 April 2023. UKI has advised our investigator that it has since paid a cash settlement for the repairs. I therefore don't need to require UKI to provide a schedule of works or start date for repairs.
- UKI has paid for loss of rent in lieu of alternative accommodation cover under the policy. So Mr W hasn't been financially affected by the delays. I've therefore only considered UKI's handling of the claim.

- It's clear that UKI's handling of the claim was poor. I appreciate it was a high value claim and the property needed to be inspected and made safe before work could start. However, there was poor communication on the loss adjuster's part with the other parties that were involved with the claim, and this caused unacceptable delays. The loss adjuster also didn't often keep Mr W updated, and Mr W has explained that he had to contact the loss adjuster numerous times.
- I also note that the loss adjuster requested information from Mr W to check that he had met his legal obligations as a landlord. Whilst I see nothing wrong with this, the loss adjuster was unaware that one document requested from Mr W wasn't a requirement for landlords in that country. This caused Mr W unnecessary inconvenience as he spent time trying to locate the document as the original has been destroyed in the fire.
- UKI has recognised that its handling of the claim was poor, and paid Mr W £350 compensation. However, given the significant delays and frustration the lack of progress has caused to Mr W, I agree with our investigator that this should be increased to £500. I appreciate Mr W doesn't think this is sufficient compensation, but I'm satisfied it reflects the distress and inconvenience he was caused by the matter.

### **My final decision**

My final decision is that I uphold this complaint. I require U K Insurance Limited to pay Mr W a further £150 compensation (in addition to the £350 already paid)\*.

\*UKI must pay the compensation within 28 days of the date on which we tell it Mr W accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 19 February 2024.

Chantelle Hurn-Ryan  
**Ombudsman**