

## **The complaint**

Mr C and Ms G are unhappy with the way UIA (insurance) Limited has handled claim made on their home insurance policy ('the policy').

All reference to UIA includes its loss adjusters.

## **What happened**

Mr C and Ms G's home was damaged by smoke emitting from a tumble dryer. They made a claim on the policy to cover damage to contents and parts of the building.

Mr C and Ms G ended up appointing a firm of claim experts who are qualified loss adjusters (who for ease, and to avoid confusion, I'll refer to them as 'the loss assessors'). The loss assessors represented them when dealing with the loss adjusters appointed by UIA about the buildings and contents claim.

Mr C and Ms G are very unhappy with the way in which the claim has been managed by UIA. And Ms G says she's been subjected to disability discrimination. So, they complained to the Financial Ombudsman Service.

Our investigator partially upheld their complaint. Although, UIA had already offered Mr C and Ms G £150 compensation, our investigator recommended UIA pay further compensation in the sum of £300 (so, £450 in total). This was to reflect the distress and inconvenience experienced by Mr C and Ms G because of the things UIA should've done better when handling the claim.

UIA accepted the recommendation. Mr C and Ms G didn't. So, this complaint was passed to me to consider everything afresh to decide.

I issued my provisional decision in January 2024 explaining why I intended to partially uphold this complaint and direct UIA to pay £1,000 compensation to Mr C and Ms G. An extract of my provisional decision is set out below.

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At the outset I acknowledge that I've summarised this complaint in far less detail than Mr C and Ms G have, and in my own words. I won't respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here.

The rules that govern our service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to fulfil my statutory remit.

It's also important to note that the claim was ongoing at the time Mr C and Ms G brought their complaint to the Financial Ombudsman Service and a scope of works hadn't been

agreed by that stage.

UIA did issue a final response letter to a standalone issue referred to in the background section of this decision in early May 2023, but I haven't been provided with a final response to other concerns raised by Mr C and Ms G in 2022 and earlier in 2023.

As there were existing and evolving concerns raised by Mr C and Ms G after their complaint was referred to the Financial Ombudsman, I think it's fair and reasonable for there to be a 'cut off' date for the issues for me to determine as part of this complaint.

Our investigator's view was issued in August 2023. And settlement for the building works was agreed between the parties earlier than this, on 24 May 2023. So, I think it would be fair and reasonable for me to determine Mr C and Ms G's complaints which arise from before the end of May 2023.

I know by that stage, a settlement figure for their contents hadn't been agreed and they're unhappy that UIA wasn't willing to cover the cost of alternative accommodation past July 2023. If Mr C and Ms G are unhappy about anything which occurred after 24 May 2023 (including having to move back into their unfinished property), they are free to raise these with UIA initially.

If they have already done so, and eight weeks has passed, they're free to ask the Financial Ombudsman Service to set up a further complaint for investigation. If they've received a final response letter in respect of their complaints about matters which occurred after the end of May 2023, they can ask the Financial Ombudsman Service to investigate those further concerns within six months from the date of any final response letter issued after the end of May 2023.

### **The relevant rules and regulations**

The insurance industry regulator, the Financial Conduct Authority ('FCA'), sets out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS'). ICOBS says insurers should act honestly, fairly and professionally in accordance with the best interests of its customers.

It also says insurers should handle claims promptly and fairly - and shouldn't unreasonably reject a claim.

### **Communicating with Ms G**

Ms G is unhappy with the way UIA communicated with her even after she told it about her dyslexia and other conditions. She says UIA continued to send her long and confusing emails which hadn't been adjusted in anyway and which didn't answer her questions. She said this put her at a disadvantage and caused upset.

Dyslexia nor the other conditions Ms G says she lives with are automatically deemed to be disabilities under the Equality Act 2010 ('the Act'). But they can amount to disabilities if the requirements of section 6 of the Act are established.

It's not the role of the Financial Ombudsman Service to make a definitive finding on that point – or to say whether a business has acted unlawfully by discriminating against an individual and in breach of the Act. Only a Court has the power to do that.

However, where relevant, I am required to consider the provisions of the Act. That's because my role is to decide what's fair and reasonable in all the circumstances – and whether UIA

has acted fairly and reasonably in this case. To decide that I've taken into account a number of things, including relevant law (such as the Act), relevant industry regulations and good industry practice. Here, that would also include, for example, the Financial Conduct Authority's guidance on the fair treatment of vulnerable consumers dated 2021.

When first complaining to the Financial Ombudsman Service, Ms G explained that she was dyslexic and that she would like written communications to be in simplified and enlarged text with points highlighted in pink.

From what I've seen, I'm not persuaded that UIA asked Ms G about whether it could adjust its communications with her to ensure that she wasn't disadvantaged in any way. On occasions, I've seen evidence that Ms G reminded UIA that she was dyslexic and for written communications to be set out more clearly.

If UIA had discussed Ms G's needs at the outset, I'm satisfied that this would've been avoided. Although Mr C and Ms G did end up appointing the loss assessors to represent them, I'm satisfied that there were still times when UIA corresponded directly with Ms G (and Mr C). And I'm satisfied that not receiving communications in an adjusted way – which would've been relatively easy and reasonable for UIA to have put in place – caused unnecessary upset and inconvenience to Ms G in particular.

However, I've seen nothing in the communications (from UIA or the loss adjusters) which persuades me that the communications to Mr C, Ms G or the loss assessors were rude, aggressive or slanderous. Or that UIA's representatives were 'gaslighting' them, as suggested.

Some of the correspondence between UIA's loss adjuster and the loss assessor did become more strained over time, and they both made robust arguments putting forward their respective positions. I don't think that's – in principle – unreasonable.

### **Delays caused by a third party (I'll refer to as 'R')**

UIA instructed and appointed R to attend the property to carry out a scope of works along with an inventory list including restoring items of value, beyond economical repair.

R did carry out an initial inspection but there were delays over a number of months and I haven't seen a reasonable explanation as to why. Until chased on behalf of Mr C and Ms G, I also don't think UIA proactively chased R for an update as to what was happening. I think this did cause some delays, especially towards the start of the claim.

Mr C and Ms G say that R's representatives left a window open when leaving their home overnight and, on another occasion, left a side door unlocked. They also say that personal items were damaged by R's representatives, including an item of sentimental value and I've seen photos.

Whilst I don't know for sure whether R's representatives did all this, I find Mr C and Ms G's submissions on these points plausible, persuasive and consistent and I've got no reason to doubt what they say. I accept this would've been worrying as it was a security issue affecting their home and to have personal items damaged would've been upsetting.

Mr C and Ms G raised issues about R with UIA at the time. In October 2022, UIA said that it would look into their concerns. I haven't seen any evidence that it did so, or provided Mr C and Ms G with an outcome to their concerns about R. I think this would've been frustrating for Mr C and Ms G, at an already difficult time.

I'm also satisfied that R didn't promptly provide Mr C, Ms G or the loss assessors a detailed list of items beyond economic repair or electrical items. And this was queried a number of times. Nor did it do an asbestos report on the property which UIA said would be carried out towards the start of the claim. This was carried out some months later, at an initial cost to Mr C and Ms G, which UIA agreed to reimburse them for (and was included in the settlement sum for the buildings claim).

As R was appointed by UIA, I think it's responsible for R's actions/inactions and the ultimate delays that R caused.

### **Other delays**

Although, the loss assessors wanted a further site visit and for a surveyor to be instructed shortly after its instruction by Mr C and Ms G, I think UIA reasonably concluded that a further site visit wasn't needed at that time particularly given that there wasn't structural damage to the property.

However, it did subsequently agree to a further site visit and arranged a surveyor to attend the property as it was told that one of the ceilings had collapsed. I think that was fair and reasonable in those circumstances.

The surveyor attended the property in November 2022 and reported that work on a double-story extension had started. I'm persuaded this was the first time UIA had become aware of this. UIA says that due to regulations which state that there needs to be one main contractor – and issues relating to security of the site and health and safety - this further delayed repair works being able to be carried out as one contractor had to be responsible for the works to be undertaken at the property. I accept what's said about that. Although, I also note that a scope of works had yet to be agreed at that time.

The surveyor was able to provide a scope for the repair work. I don't think it was unreasonable for UIA to then want to negotiate the costs of the repair works with the loss assessors, Mr C and Ms G's appointed surveyor and, ultimately, request a further kitchen quote in an attempt for a global settlement figure to be reached.

I also note that Mr C and Ms G's surveyor was able to attend a joint meeting with UIA's surveyor on 1 February 2023. It's not clear why UIA's surveyor couldn't make that date but even if this was unreasonable (which I make no finding on), ultimately the joint meeting went ahead around a week later. Looking at the timeline of the claim and what else has happened, I don't think a week's delay impacted the overall progression of the claim.

Particularly as the surveyors weren't able to agree a scope of works and further investigation, and ultimately agreement, about the kitchen was needed.

Whilst I appreciate that there were some disagreements between the parties about what should be covered and the standard of certain fixtures and fittings, that's not unusual in these types of complaints. In my experience there is usually an element of evidence-based negotiation. And here, I don't think UIA were unreasonable in asking Mr C and Mr G to support their losses, if they didn't agree with UIA's stance – particularly regarding the quality and kitchen specification.

### **The kitchen**

I also think it's fair in the circumstances of this case that UIA raised questions about whether Mr C and Ms G would be in a better position given the specification of the kitchen and brand of 'white goods' being quoted for. And although this did take a long time, I don't think I can

reasonably hold UIA responsible for those delays. Overall, I think it was trying to progress the claim proactively and promptly and obtain a mutually agreeable settlement.

I'm satisfied that, ultimately, the lower quote for the kitchen provided by Mr C and Ms G earlier in 2023 has now been accepted by UIA and included in the scope of works. I think that's fair and reasonable, given the photos of the original photos of the kitchen and the specification that has now been agreed.

The original quotes were over two times the cost later agreed on. Although discussions about the kitchen did delay matters, I'm not satisfied UIA unreasonably questioned the initial kitchen specification provided by Mr C and Ms G.

Mr C and Ms G say that there was a booklet setting out the specification of the kitchen in one of the units of the kitchen, but this wasn't found. It's possible that this had been removed by R. But the evidence on this point is very limited and on the balance of probabilities, I'm not persuaded that this is what most likely happened.

In any event, any booklet would've explained what make the kitchen was. But that wasn't really in dispute. Initially the issue which couldn't be agreed on was whether this was a high-end kitchen or a basic/medium range kitchen. Ultimately, it was accepted that the kitchen specification Mr C and Ms G wanted wasn't a like for like kitchen of the one they had, which is reflected in the cost in the agreed scope of works for the building work.

So, even if the booklet had been discarded by R (which I don't think it was on the balance of probabilities), I don't think this would've prevented the subsequent discussions about the standard of kitchen which should be included in the scope of works taking place.

And although the kitchen had been removed by R, a number of photos had been taken of the kitchen for a consensus to be reached on the specification and standard of the kitchen for replacement purposes.

### **Non-toxic paint**

As stated above, I'm satisfied UIA's surveyor carried out a scope of works towards the end of November 2022 for the building works required due to the escape of smoke. That included priming and painting a number of rooms with emulsion and gloss paint.

I've seen subsequent correspondence from the loss assessors saying that the previous paints used by Mr C and Ms G to decorate the property were 'non-toxic'. Ms G also said the paint needed to be 'organic'. I accept that there was a lot of correspondence about this issue over many weeks and that agreement on this issue was delayed.

However, I don't think UIA is responsible for this delay. Having considered the communications, I'm satisfied that it was proactively trying to ascertain the paint used on the property before the smoke damage and if it was non-toxic, the brand and type of paint used.

That's because the cost of such paint could've been more expensive, and it wanted to ensure that like for like paint was being used. I don't think that's unreasonable. I don't think UIA doubted Ms G's skin sensitivities. I'm satisfied it was looking to establish the type of paint used previously at the property.

When UIA was told that low-toxic paint had been used, I don't think it was unreasonable for it to request the make of the paint, where it was bought and whether it was used throughout the house. Nor was it unreasonable for it to offer to obtain a sample from the property for testing.

After the joint survey meeting on 7 February 2023, it was accepted on behalf of Mr C and Ms G that low VOC paint would be sufficient and as the brands that were typically recommended by the surveyor were low VOC, the issue was promptly resolved.

However, I don't think UIA acted unreasonably by enquiring about the paint used considering that Mr C and Ms G initially asked for non-toxic (and subsequently low-toxic) paint given Ms G skin sensitivity issues that she told them about. And why it couldn't automatically have included the cost of it without knowing more or obtaining medical evidence explaining how the paint/fumes interact with a skin condition.

### **The cleaning of personal items – including clothes**

From what I've seen, I'm satisfied on the balance of probabilities that appropriate instructions were provided to the cleaning company asked to clean items removed from the home to be professionally cleaned due to smoke damage - given allergies and other issues raised by Mr C and Ms G.

UIA said at the time that the solutions had been dermatology tested, and were free from harmful chemicals like phthalates, phosphates, petroleum, and artificial dyes and fragrances. Based on what I've seen, I accept this.

Mr C and Ms G have provided email exchanges they had with the cleaning provider about the cleaning products used. But I don't think they establish that UIA didn't seek assurances from the cleaning provider that only appropriate anti-allergen solutions would be used before their instruction.

I've seen a letter from a consultant dermatologist dated July 2023 reflecting that Mr C was receiving medication to treat Eczema to keep his skin in a stable state. I'm not persuaded that means that it would be fair and reasonable for UIA to be held responsible for any dermatology issues resulting from the manner in which their personal possessions were cleaned.

UIA also subsequently agreed to pay for items to be cleaned again, which I think is fair and reasonable in the circumstances.

### **The loss assessors' fees**

I'm not persuaded that it would be fair and reasonable to hold UIA liable for the fees incurred by Mr C and Ms G instructing the loss assessors. I've taken into account the points they've made.

It is, of course, a decision for them whether they wanted to appoint the loss assessor. And whilst I acknowledge this claim will have had its complexities, in my view, the core issues haven't needed particular input from the loss assessor.

I don't agree that nothing had progressed before the appointment of the loss assessors. I've seen reports from before that date undertaken on behalf of UIA in relation to the cause of the damage, to assess restoration works required to the building and affected contents. UIA also promptly arranged alternative accommodation for Mr C, Ms G and their family. However, I accept there had been some delays and issues Mr C and Mr G were unhappy with. But I don't think that means a loss assessor was necessary.

Although I accept that having the support of the loss assessors assisted Mr C and Ms G – and I don't doubt it will have alleviated some of the stress and frustration caused to Mr C and

Ms G - I'm not persuaded that this representation was necessary. Mr C and Ms G could've reasonably continued to liaise with UIA about the claim and the works needed to their home, without a loss assessor.

Once the loss assessors had been appointed to represent Mr C and Ms G, I think it was fair and reasonable for UIA to correspond directly with the loss assessors about the buildings and contents claim rather than Mr C and Ms G. That may have incurred further costs for Mr C and Ms G but the letter of authority signed by them says that they give authority for UIA to discuss matters directly with the loss assessor until such time when the authority was revoked in writing by them. I've seen nothing to evidence that this did happen.

Further, on the occasions when UIA did communicate directly with Mr C and Ms G (in response to emails it had been sent directly by them), the loss assessors contacted UIA reminding it to send all communications via the loss assessors.

### **Orthopaedic mattress**

I'm satisfied that when UIA became aware that Ms G required an orthopaedic mattress, it promptly arranged for this to be delivered whilst they were on holiday in August 2022 by a third-party agent. I think that was fair and reasonable.

Unfortunately, Ms G reported that the mattress was infested with bed bugs. By way of an email dated mid-September 2023, I'm satisfied that UIA told Ms G that it had contacted the third party who said it had been unable to contact Mr C and Ms G to replace the mattress. But that it would try contacting the loss assessors to arrange replacement instead. I understand that this was subsequently done.

UIA ultimately took responsibility for providing a mattress, and it doesn't dispute the infestation. I'm satisfied the mattress wasn't fit for purpose. UIA did attempt to rectify the situation when becoming aware and when Ms G wasn't happy with the replacement mattress provided. And UIA agreed that it would consider paying for another replacement upon receipt of a costs estimate.

However, Ms G was left without a suitable mattress for a number of weeks, and I don't think that's fair and reasonable – particularly given the medical conditions she lives with, which I have no reason to doubt.

I'm persuaded that this had an impact on Ms G. UIA caused her unnecessary upset and inconvenience of initially having to contact it to tell it about the issues with the mattress.

### **Mr C and Ms G's survey costs**

The policy terms and conditions say UIA will:

pay for the following if we pay to repair or replace parts of the buildings damaged by any of the Insured Events.

Fees

Reasonable fees payable to architects, surveyors and other professionals in order to repair or reinstate the buildings.

It was agreed as part of the settlement of the buildings claim that UIA would cover the surveyor's fee in the sum of £2,700 and that this would be paid directly to Mr C and Ms G. If this hasn't been paid – despite UIA's email to Mr C and Ms G dated 8 June 2023 saying it

would be – they are free to raise this directly with UIA.

### **Other issues**

Shortly after the claim was made, Mr C and Ms G were due to go on a pre-booked holiday with their family. They decided to go away earlier and spend an extra three days abroad and asked for the accommodation costs to be covered as they would've been if they were in the UK, after moving out of their home.

I'm persuaded from what Mr C and Ms G says that this was initially accepted by UIA to then be later declined whilst on holiday. It was then subsequently agreed. I've seen nothing which convinces me that this couldn't have been agreed initially so I think this caused unnecessary trouble and upset for Mr C and Ms G trying to get this agreed.

In its final response letter dated May 2023, UIA accepted that there was misunderstanding about the attempted collection of rental furniture whilst Mr C and Ms G remained in alternative accommodation. Although the furniture didn't end up being collected and it was agreed that it would be extended until no longer required, it accepted that this would've been upsetting. UIA offered £150 compensation. I think that fairly reflects the distress and inconvenience experienced by Mr C and Ms G in relation to that particular issue at an already difficult time.

### **Extending alternative accommodation**

I understand that the cost of alternative accommodation was met up until the end of May 2023 – covering the period I'm considering.

I've seen references to Mr C and Ms G wanting assurances that accommodation will be extended at a cost to UIA at different stages up to the end of May 2023. I can, of course understand why they would want clarity on this issue, particularly given their daughter's vulnerabilities and that she was in an important year of school.

Despite the policy financial limit of alternative accommodation having not been met, I don't think UIA was unreasonable to say that it would keep this under review the depending on the reports it was awaiting and agreement of the scope of works at the joint surveyors meeting on 7 February 2023 (when accommodation was due to end in mid-March 2023).

Particularly as Mr C and Ms G had arranged for a double extension to start at the property (unrelated to the circumstances of the claim) which lasted for two months at the end of 2022/beginning of 2023. I think it's fair and reasonable for UIA to want to consider whether these works impacted its decision to cover alternative accommodation if – for example – the extension works would've likely resulted in Mr C, Ms G and their family moving out for some time for this work to be carried out, even if the incident with the tumble dryer hadn't happened.

Alternative accommodation was subsequently extended which I think was fair and reasonable.

### **Outstanding payments**

When responding to this provisional decision, if Mr C and Ms G consider there are outstanding payments owed to them by UIA in respect of outlay they incurred up to the end of May 2023, they should provide the Financial Ombudsman Service with a standalone list itemising each outstanding payment due, what it's for, when it should've been paid by and any documentary proof of payment – for me to consider.



For example, expenses including council tax bills whilst living in alternative accommodation, and the cost of having their personal items re-cleaned (but not the cost of their loss adjuster which for reasons set out above, I don't think UIA are reasonably responsible for or any items that have been agreed as part of a settlement for the buildings and contents claim).

### **Distress and inconvenience**

I'm sorry for the mental strain this has caused for Mr C, Ms G and their family. I have a lot of empathy for the situation they found themselves in. But I've focussed on whether UIA has acted fairly and reasonably here.

As set out above, there were times when I think UIA could've provided better customer service – including the way in which it communicated with Ms G. I also think there were some delays for which UIA is ultimately responsible and issues with R. I'm satisfied the cumulative effect had a substantial impact on Mr C and Ms G at an already difficult time for them.

I don't think the offer of £150 compensation in respect of the miscommunication around the attempted collection of the rental furniture fairly compensates Mr C and Ms G for other times UIA didn't act fairly and reasonably in this case. I'm satisfied that £1,000 compensation for distress and inconvenience more fairly reflects the impact on them.

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### **Response to my provisional decision**

I invited both parties to give me any more information in response to my provisional decision. UIA accepted my provisional findings.

Mr C and Ms G provided more comments and documents, most of which I had already received and considered when making my provisional decision.

In summary Mr C and Ms G said:

- The first loss adjuster appointed by UIA wasn't qualified. And that's another reason why they had to appoint the loss assessor at their own cost.
- They didn't have a double-story extension. They'd told the first loss adjuster about the extension they'd planned at the outset and was told that this wouldn't impact the claim.
- The first loss assessor didn't tell the cleaning company about Ms G's allergens. So, their items were cleaned with inappropriate solutions.
- The second loss adjuster appointed by UIA was threatening and there are negative online reviews about him.
- They ended up spending much more money than they needed to on solicitor fees and the loss assessor writing to UIA.
- UIA and its loss adjusters first brought up the need for organic paint. Mr C and Ms G said they needed paint without plastic and low-VOC. And, besides, there's little difference between low-VOC and organic paint.
- The lead and work time for the repair work had been agreed at 22 weeks. This should run from early July 2023 whereas UIA has only covered accommodation costs

up to the end of July 2023.

- The £150 compensation offered by UIA in its final response hasn't been paid to them.

### **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.

That includes all documents and information Mr C and Ms G have provided since my provisional decision.

Having done so, I don't think there's any compelling reason for me to depart from my provisional findings.

For the following reasons, and for reasons already set out in my provisional decision above, I partially uphold Mr C and Ms G's complaint and I direct UIA to pay them £1,000 compensation.

- Mr C and Ms G have provided emails which they say support that the first loss adjuster wasn't qualified. I'm not persuaded those emails do support what they say. And in the absence of persuasive evidence, I've got no reason to doubt that the first loss adjuster wasn't a loss adjuster – which is the job title at the end of each of his emails. Or that it wasn't suitable for him to be involved in their claim.
- Looking at the core issues involved in this case, I remain satisfied that there was no particular need for Mr C and Ms G to have appointed the loss assessor at the time they did. As I said in my provisional decision, I think this was a choice by them. But I don't think it would be fair and reasonable for me to ask UIA to pay for or contribute towards the loss assessor fees – or solicitor fees.
- I don't think it's central to the complaint, whether or not Mr C and Ms G told the first loss adjuster about the planned extension or whether it was a double story extension. At the time of the survey, the extension work hadn't been completed, so I think it's reasonable that the repair works covered under the policy couldn't start until the extension work was completed. I'm satisfied that the reasons put forward by UIA to explain this are reasonable. These are set out in my provisional decision above. I don't think it would be fair and reasonable to hold UIA responsible for this delay.
- Mr C and Ms G have provided emails which they say support that the first loss adjuster didn't tell the cleaning company about Ms G's allergens and seek assurances about the solutions used. I'm not persuaded that the emails I've seen do support that. So, I'm satisfied on the balance of probabilities that the first loss adjuster did inform the cleaning company about this as he said in correspondence around the time.
- I've seen emails where the loss assessor and Mr C and Ms G say that the second loss adjuster was threatening. However, based on what I've seen, I'm not persuaded that the second loss adjuster's tone of communications was threatening, abusive or unprofessional. Correspondence from all sides was firm and set out each other's positions strongly but that's not unusual in negotiations, particularly where one side doesn't agree with that the other is saying. I don't think that's unreasonable in principle or in the circumstances of this case.
- Although I've considered the online comments Mr C and Ms G have provided, I'm focusing on the individual circumstances of this complaint.
- I'm satisfied from what I've seen that the suggestion of organic paint came from Mr C and Ms G's side initially. For example, an email from the loss assessor to UIA dated

13 December 2022 shows that Ms C and Ms G's surveyor said the "paint needs to be organic due to health issues".

- Over time, Mr C and Ms G did mention non-toxic paint and then agreed on low-VOC paint. However, based on the initial information, I don't think UIA unreasonably asked further questions about that. Especially given Ms G's allergens. Based on my research, I don't agree that there's little difference in the composition between organic and low-VOC paint. Further, it seems low-VOC paint still contain ingredients that can be toxic.
- So, although this discussion did cause some delays and further correspondence between the parties, I don't think it would be reasonable to hold UIA responsible for this.
- For reasons set out in my provisional decision, I have only considered the complaint points raised up to the end of May 2023. If Mr C and Ms G remain unhappy about the lead and work time and when UIA stopped covering the alternative accommodation costs at the end of July 2023, they're free to raise a complaint directly with UIA about this if they haven't already done so.
- When responding to this provisional decision, I asked Mr C and Ms G to give a list of any outstanding payments owed to them by UIA in respect of outlay they incurred up to the end of May 2023. For example, expenses including council tax bills whilst living in alternative accommodation, and the cost of having their personal items re-cleaned. They haven't said they're owed anything up to the end of May 2023. So, I think it's reasonable for me to assume that there weren't any outstanding expenses up to the end of May 2023.
- During a conversation with the Financial Ombudsman Service after the date of the provisional decision, Ms G has said that it's come to light that R (as agents of UIA) is responsible for damaging other items removed from the property such as a signed photo of a professional footballer. It wasn't wrapped properly and has been damaged. Mr C and Ms G are free to raise this with UIA in the first instance together with any concerns that UIA hasn't financially reimbursed them properly for the value of items damaged by R. Mr C and Ms G are free to provide UIA with a complete list of items that they say were damaged together with their approximate financial value supported by documentary evidence.
- Mr C and Ms G have also said that they've asked UIA for recordings of all calls they've had with it as part of a data subject access request, but these haven't been provided. They're free to raise this issue with the Information Commissioner's Office if they haven't already done so.

### **Putting things right**

I direct UIA to pay Mr C and Ms G £1,000 compensation for distress and inconvenience in total.

If it's already paid £150 compensation offered to them in May 2023, it can deduct that amount from the sum of £1,000. If it does so, UIA should also provide documentary evidence to Mr C and Ms G of the £150 compensation having been previously paid to them for their own records.

### **My final decision**

I partially uphold this complaint and direct UIA (insurance) Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Ms G to accept or reject my decision before 11 April 2024.

David Curtis-Johnson  
**Ombudsman**