

## **The complaint**

Mr B and Mrs B are unhappy with the way U K Insurance Limited (UKI) have handled the claim they made under their buildings insurance policy.

The complaint has been bought by both Mr B and Mrs B, but as Mr B has been dealing with the complaint and for ease, I have referred to Mr B throughout.

When I've referred to UKI, this also includes any actions or communications by its agents acting on UKI's behalf.

## **What happened**

The background of this complaint will be well known by both parties so I've summarised events.

In June 2020 Mr B unfortunately suffered a fire at his home and so submitted a claim to UKI under his buildings insurance policy. Mr B was unhappy with the way the claim had been handled by UKI and so raised a complaint and subsequently referred his complaint to this Service. In October 2022 this Service issued a final decision in relation to the way Mr B's claim had been handled. Mr B was awarded £700 compensation in addition to the £800 Mr B had already been paid by UKI.

In December 2022 the surveyor appointed by UKI visited Mr B's property to review and agree the repairs to the property. In April 2023 Mr B raised a complaint with UKI. He said he hadn't received the agreed schedule of works which he had been waiting on since the surveyor visited in December 2022.

UKI upheld Mr B's complaint in June 2023. It said there had been errors in the way the claim was handled and an accurate schedule of works had taken longer than it should have done to provide. It offered Mr B £450 compensation as an apology. Mr B didn't think this was reasonable and so referred his complaint to this Service.

After Mr B had referred his complaint to this Service, UKI made an offer to resolve his complaint. It offered Mr B a further £350 compensation, bringing the total compensation due to £800 but Mr B rejected this. Our investigator upheld Mr B's complaint. He said he thought UKI had caused unreasonable delays particularly around agreeing the schedule of works and Mr B had made multiple requests for this to be provided. After some back and forth, he said he thought UKI's offer of £800 compensation was reasonable to acknowledge the distress and inconvenience UKI had caused.

UKI accepted our investigator's view but Mr B rejected it. He said he didn't think the compensation accurately reflected the distress and inconvenience he had been caused. He also had concerns that closing the complaint would mean UKI would consider the matter resolved even though his claim was outstanding.

As Mr B didn't agree with our investigator, the complaint has been passed to me to decide.

## **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.

I want to acknowledge I have summarised Mr B's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead I have focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr B and UKI I've read and considered everything that's been provided.

I also want to make clear what I've considered as part of this decision. I won't be commenting on anything this Service has previously considered as part of any previous complaints Mr B has referred to this Service. I will only be considering events which have been raised to UKI and addressed in its final response dated 9 June 2023. I appreciate Mr B has experienced further issues with UKI following this final response, including issues with the reinstatement works, as well as ongoing delays and issues with claim handling. However I won't be considering any events which occurred after UKI issued its final response dated 9 June 2023 as part of this decision. If Mr B has further issues with the way UKI handle his claim beyond this, he has the option to raise a further complaint as I'm aware he has done.

I acknowledge Mr B has previously told our investigator he wanted to provide further information, but given the ongoing repair to his property has not found the time to do so. I appreciate what Mr B has said, however I'm satisfied Mr B has had ample opportunity to provide any further comments he wanted to provide, in light of the months that have passed since the initial assessment being issued in June 2024. And I believe I have sufficient information to reach a decision on this complaint.

Under the relevant rules, UKI have a responsibility to deal with claims promptly and fairly. UKI have acknowledged it has made errors in this regard, highlighting delays and poor handling. I'll highlight some of these errors below.

Mr B sent a detailed email to UKI explaining the works he believed to be outstanding to his property and looking to establish an agreed plan for the repairs. It was agreed a surveyor would attend Mr B's property and this was arranged for December 2022. Following this I can see Mr B contacted UKI several times chasing an update as he hadn't heard anything further about the repairs to his property.

In April 2023 UKI told Mr B it would provide a draft schedule of the full scope of works so the repairs could be agreed. However this wasn't provided until a number of weeks later despite Mr B chasing this on a regular basis. I can see the surveyor was unable to provide their report due to some delays with the contractor, but haven't seen any evidence to reasonably explain the lengthy delay in providing the draft schedule of works.

Mr B explained there were a number of items missing from the schedule of works and so he updated UKI with a list of these omissions and was seeking an amended schedule of works be sent to him. This hadn't been sent at the point UKI issued its final response to Mr B but I understand it has since been provided.

Whilst I acknowledge the repair to Mr B's property isn't a minor one, I don't think it's reasonable it took UKI several months to provide Mr B with a schedule of works. It has also taken UKI longer than I would expect to provide an amended schedule of works once Mr B highlighted the items he believed hadn't been included. Throughout this period Mr B was regularly chasing UKI which has caused him unnecessary inconvenience. This delay has also meant the repairs to Mr B's property have stalled which has caused Mr B further

distress.

Having taken into consideration the evidence provided I think UKI's offer of £800 compensation is reasonable to acknowledge the distress and inconvenience Mr B has been caused by UKI's errors. An award of this amount is reasonable where errors have caused substantial distress and upset, which I think is appropriate here. As I've said Mr B has spent considerable time waiting for repairs to be carried out, chasing UKI and making sure a schedule of works is agreed.

### **My final decision**

For the reasons I've outlined above, I uphold this complaint. U K Insurance Limited should pay Mr B £800 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 3 January 2025.

Andrew Clarke  
**Ombudsman**