

## **The complaint**

Mr H complains about U K Insurance Limited (UKI) saying his claim was being terminated without repairs having been done. He's also unhappy with being misadvised in relation to the excess and with the progress of his claim up until that point.

## **What happened**

I think it is helpful for me to begin by saying that I'm aware Mr H has made a series of at least three complaints to UKI, all relating to the same claim, which he says began in May 2021. The claim was made on his property owners insurance policy which he has for a property he lets out.

Because of this, we have looked at his complaints separately. Mr H has had a decision on the most recent portion, the part spanning from 8 October 2021 onwards. This case relates to the issues immediately prior to then, those addressed in UKI's final response letter of the day before.

The third case, which has yet to be decided will deal with the issues which arose earlier still.

I don't intend to go into huge detail as to what happened throughout Mr H's claim, and that is because I consider the portion I've reviewed to be fairly limited and specific. That isn't to say I haven't been mindful of the overall backdrop though.

Mr H complained to UKI that his communications weren't being responded to by them and that he was told his claim would be terminated – even though he'd asked them to initiate the repairs. Mr H also complained about the general management of the claim.

Mr H said that UKI had offered him the services of one repairer but had subsequently been told they couldn't assist. And only later did they offer the services of an alternative repairer. Mr H said he was twice told that his excess was £500, yet it is only £350.

UKI responded to Mr H's complaints. They said they were sorry for the level of service provided, and they offered Mr H £350 by way of compensation. Mr H didn't accept the offer as he didn't think it was sufficient, so he brought the matter to our service.

An investigator here looked into Mr H's complaint. He acknowledged that things had been handled poorly by UKI, but he felt the offer of £350 compensation was suitable.

Mr H still didn't think it was sufficient, so the case 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.

During this portion of Mr H's complaints, I can see that at the end of July 2021 he'd agreed to provide some quotes to help with the claim process. But I note that Mr H lives in a different country from the one this property is in, and he explained that this was causing

difficulties.

UKI chased Mr H for the quotes in August 2021 and as none were received, they wrote to him the following month to say they would terminate the claim if they remained outstanding.

Mr H wasn't happy about that. He explained that he'd been unable to obtain the quotes and that UKI ought to arrange this for him. UKI agreed to appoint a repairer and it was agreed they would have to arrange a visit via the letting agent. At this point Mr H queried the excess as he thought it was £350, not the £500 he'd been advised.

The following day, UKI apologised and clarified that the correct excess was £350. They also confirmed the new repairer had been appointed and would be in touch.

Mr H complained, and that's when UKI agreed to the compensation of £350.

While I appreciate Mr H's complaints span a much greater period than that which I've looked at I've had to focus on the period set out here. That's because his other complaint points are being, or have been, looked at separately.

I appreciate that UKI could likely have offered to use their repairers at the end of July 2021, especially as Mr H had already informed them of his circumstances, and the difficulties they caused. And so, UKI could have avoided causing the frustration that their notice of claim termination led to – along with reducing some of the time it took to handle the claim during this period.

But this is a fairly limited period of time and I think £350 compensation for these issues is reasonable.

I know Mr H feels that the overall claim handling was a contributing factor in his tenants choosing not to sign a new tenancy agreement. And that the outstanding repairs meant he wasn't able to increase their rent – even though they had appeared happy to pay more.

I note my ombudsman colleague has addressed issues around compensating the tenants in another decision, so I don't intend to do so again here. And while I appreciate there may have been a contributing factor overall, I've not seen enough to make me think I can fairly say UKI should take responsibility for any such losses. Not least because I think their offer of compensation already made is fair – and because I've only looked at a limited period of time which hasn't, in my view, been the main cause of delays in the claim.

### **Putting things right**

If they have not already done so, UKI need to pay Mr H the £350 compensation previously offered.

### **My final decision**

It is my final decision that I uphold this complaint. I require U K Insurance Limited to pay Mr H £350.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 31 March 2022.

Will Weston  
**Ombudsman**