

The complaint

Mr H complains that U K Insurance Limited trading as NIG mismanaged his property owners insurance claim. I'll refer to U K Insurance and their contractors as UKI.

What happened

Mr H has property owners insurance with UKI. He says he made an escape of water claim back in May 2021 and that there have been many delays along the way. Mr H has complained to UKI on three prior occasions and has had those cases decided by ombudsmen at our service. I also understand he has made a fifth complaint after this one.

Mr H has been awarded compensation totalling £800 in relation to his first three complaints.

This complaint concerns difficulties Mr H had in trying to have paintwork and tiling work completed at the property he rents out. Mr H doesn't live in the UK – where the property is located – so that presents some difficulties.

Mr H complains that UKI asked him to choose what paint and tiling he wanted as part of the repairs. He's unhappy with that because UKI know of his situation and because of that he's been unable to confirm what would match the existing decoration. He told them a close match would be ok.

He also says UKI were provided with a set of keys which should have included a key to his shed, in which he said there may be spare tiles which matched the existing ones. Despite this, he says they told him they couldn't access the shed.

Mr H says that from the end of January 2022, he had to have several conversations over the phone and by email, in which UKI were either inaccurate in what they said, or they were unresponsive. He's found the whole situation to be distressing and says the commencement of work was delayed as a result.

An investigator here looked into Mr H's concerns. He said that UKI hadn't provided the level of service he would expect. He acknowledged that there is a certain amount of distress and inconvenience involved in every claim, but he felt UKI had added to that unnecessarily.

The investigator recommended compensation of £100, which UKI agreed to. But Mr H didn't think that was enough. He said that bearing in mind the previous compensation payments he had been awarded, this one was insufficient.

Agreement couldn't be reached, so the case was 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.

Given that Mr H has made three complaints about events prior to this one I am limited in what I can consider. And this particular issue is narrow in scope, relating to some difficulties

he had with UKI and their contractors.

That is not to say I can't be mindful of the overall background of Mr H's experience, and for an insurance claim of this nature to take so long isn't what I'd expect to see. So, I agree that he has suffered unnecessarily.

The issue for me to consider is that of compensation. Mr H argues that the £100 recommended in this case is inadequate and is out of step with previous awards. Looking at the issues here in isolation – frustration and inconvenience caused by having to complain and chase things up – it could be argued that an apology would have been sufficient.

But of course, I'm mindful that this is frustration and inconvenience on top of frustration and inconvenience. So, in this particular case I think it is appropriate for compensation to be awarded. From what I've seen, Mr H had to make some phone calls and send some emails that he ought not have needed to have done – if UKI had managed his claim better.

Based on that, I think UKI's agreement to offer compensation of £100 is appropriate.

My final decision

It is my final decision that I uphold this complaint. I require U K Insurance Limited trading as NIG to pay Mr H £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 8 July 2022.

Will Weston
Ombudsman