

The complaint

Miss P complains about U K Insurance Limited (“UKI”) for issues she experienced when she claimed for two escapes of water in her home. She wants UKI to increase the level of compensation it has offered her.

What happened

Miss P held home insurance with UKI.

In Summer 2021, Miss P discovered two leaks in her home. One was a leaking stopcock which was located in her kitchen, and separately she discovered a leak in the downstairs WC. The leak in the WC was from plumbing which had been boxed in and both leaks appeared to have been ongoing for some time.

Miss P contacted UKI on 9 August 2021 and UKI registered two claims.

UKI’s contractors began strip out works and completed this by around 19 August 2021.

Around the end of August, it was discovered that a valve in the bathroom had continued to drip. The damp area in the bathroom had become infested with flies and Miss P believed that the contractors were responsible for this.

UKI did not accept that the contractors were at fault but agreed to repair and treat the damp areas and to replace the leaking sink as part of the claim.

UKI identified that the bathroom ceiling (which was not part of the damage being repaired by UKI) contained asbestos and work was paused while Miss P arranged for the removal of the ceiling by specialist contractors.

There was then a period when UKI was awaiting confirmation from the specialists that the asbestos had been properly removed. This was provided in mid-October 2021, but work had not substantially progressed throughout September and the early part of October. UKI then began drying work, but this was not completed until late November. In early December, UKI booked a survey to assess the work which would be required to reinstate the property.

Miss P complained to UKI. She felt that damage had been caused by the contractors and that matters were not progressing. She reported damage which she felt had been caused by the contractors and she expressed dissatisfaction with the way work was being done.

UKI responded to that complaint in mid-December 2021. It acknowledged some failings in service and that there had been some delays. UKI offered Miss P £225 to reflect those failings and her inconvenience.

Miss P was not happy with this and contacted us.

Our investigator explained to Miss P that we were only able to consider her complaint up until the date of UKI’s response (in mid-December) and that any issues after that date would have to be submitted as a separate complaint. The investigator felt that the offer of

compensation was not sufficient, given that Miss P had not received a disturbance allowance or the cost of her electricity for the drying equipment. The investigator thought that the compensation ought to be increased to £350.

Neither the business or Miss P accepted that view and so the matter was referred for an ombudsman decision. UKI felt that the compensation offered was sufficient and felt that some of the delays were not due to the business. Miss P felt that the compensation was insufficient to reflect her inconvenience. She described being without a usable kitchen and that the matter had continued for longer than the period of this complaint.

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 have made some further enquiries from both parties and UKI has provided me with some additional information about the claims. UKI has described the work done, and has explained that when the relationship between Miss P and the contractors broke down, it sought to cash settle the remaining work, and used Miss P's quotes for this.

UKI has also confirmed that Miss P was offered both alternative accommodation and a kitchen pod to reduce the inconvenience to her during the work. It has also confirmed that disturbance allowance payments will be made to Miss P, in the ultimate settlement of the claim, and that UKI will also pay for the additional electricity used.

Miss P has not responded to my request for further details about the inconvenience she suffered.

I understand Miss P's frustration and inconvenience as she has remained in the property while the work was ongoing. I acknowledge that this period must have been very inconvenient, and I understand why she would not wish to move out of her home in her particular circumstances. She has explained this was due to having a dog who could not move with her.

I agree with my colleague that there were periods of delay on the part of UKI between August and December, but I also accept that part of the delay was reasonable when awaiting confirmation of the ceiling being safely removed.

It is clear that there was a breakdown in the relationship between Miss P and the contractors, and that this poor relationship caused additional tension. I think that, broadly speaking, UKI has sought to move matters on as much as possible, including by replacing some items which it did not consider should be included within the claim. I do not criticise the period of delay when work stopped for the ceiling to be replaced, UKI has a responsibility to its staff and agents and must be satisfied that they are working safely.

I do, however agree that there were some failings by UKI, and that because Miss P was unable to take up the offer of alternative accommodation this did mean that she was caused substantial distress and inconvenience, for longer than was necessary. Part of her inconvenience was inherent in any work taking place, but I think that the delays that occurred during this period had a substantial impact upon her.

Consequently, I agree with my colleague and uphold the complaint. I note that Miss P does not think that the level of compensation proposed by my colleague is sufficient, but I have borne in mind that Miss P is eligible for the disturbance allowance and reimbursement of her additional electricity costs as part of the claim. I therefore think that £350 is an appropriate

sum. If she has further complaints after the relevant period she may make a further complaint regarding those issues.

Putting things right

In order to put matters right, UKI must pay to Miss P £350 compensation for her distress and inconvenience.

My final decision

For the reasons given above, I uphold Miss P's complaint and direct U K Insurance Limited to pay to Miss P £350 compensation for her distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 19 December 2022.

Laura Garvin-Smith
Ombudsman