

The complaint

Mr J is complaining about the way U K Insurance Limited (UKI) has handled a claim he made on his buildings insurance policy.

What happened

In November 2021 Mr J's property was damaged in a storm – with damage occurring to the roof and greenhouse. As a result of the damage to the roof, rainwater got into his property causing further damage. So Mr J reported the damage to UKI to claim on his buildings insurance policy. He's unhappy with the way UKI has handled the claim for the following reasons:

- He said it took months for UKI to start the work on the property. As a result of this, he says his property suffered further damage – both internally and to the battens in the roof. He said that, during this time, he was given a number of assurances by UKI and its contractors about things that would happen, but then didn't do so. He also said that his grandchildren were unable to stay with him over the Christmas period because of the ongoing issues with the property.
- He's unhappy UKI initially said it wouldn't cover the damage to his flat roof. He's also unhappy that it only repaired part of the roof, rather than replacing all of it.
- He says he and his wife suffered personal injuries as a result of UKI's agent's actions. He says his wife received an electric shock because water got into the electrics as a result of the failure to carry out adequate temporary repairs to the roof. And he says he fell over a ladder that he says UKI's agent left in an unsafe place – causing him to suffer injuries to his head, shoulder, knee and ankle when he tripped over it in the dark.
- UKI said he needed to arrange for an electrician himself to carry out the electrical repairs that were required. He thinks it's unfair he had to do the work to source an electrician and believes it was UKI's responsibility to do so.
- He doesn't believe UKI has adequately fixed the roof as he says the roof battens are still soaked through. He believes this is down to the delay in safeguarding the property at the start. He says the roofers who carried out the repairs said that the battens needed replacing, so he's unhappy UKI didn't authorise this.

UKI acknowledged that it had caused delays in the handling of claim. And it offered him £400 in compensation. However, it didn't uphold his complaint regarding the electrician and the roof repairs. It said it was entitled to request that he arrange and appoint an electrician as it didn't have any contracted electricians on its books. It also said that there should be felt lining between the tiles and battens, but there wasn't any on Mr J's roof as it had worn away over time. And it didn't believe the battens were damaged by the storm, as it thought the issue had been there beforehand.

Our investigator didn't uphold this complaint as she thought UKI's compensation offer was fair. And she didn't think there was anything to show that the roof hadn't been adequately repaired.

Mr J didn't agree with the investigator and he arranged for a surveyor to inspect the roof. He said the surveyor had highlighted that the roof battens were still wet. He also said there was

evidence of poor previous repairs. The investigator asked for UKI's comments on this report. UKI said it hadn't carried out repairs in the area that the surveyor highlighted issues. And it said the roof has no sarking felt which it said would act as a barrier to protect the roof from rain penetration if it was there. It highlighted that the roof has been there for around 200 years with no felt. So it still thought that any issues with the timbers are age related rather than down to the insurance claim.

I issued a provisional decision not upholding this complaint and I said the following:

"I intend to say that UKI's compensation offer is fair and I'll now explain why.

I should first set out that I'm conscious I've summarised Mr J's complaint in a lot less detail than he's set out – particularly in respect to the detailed history about what happened on the claim. I also don't intend to comment on each and every point Mr J has raised. However I assure him that I have read and considered everything he's provided. In this decision I've focussed on what I consider to be the key points that I'm being asked to decide. Our rules entitle me to do this.

Mr J has told us he's resolved his personal injury claim privately with UKI's agent. So I don't need to comment further on this.

I think there are two key issues for me to decide here:

- 1. The length of time it took UKI to finalise the claim; and*
- 2. Whether UKI has completed all the repairs it's required to do under the terms of the policy.*

I shall consider each point separately.

Delays in handling the claim

There's no dispute that UKI and its agent caused some significant delays in the handling of this claim. I don't intend to set them all out because, as I said, it's agreed that the claim should have been handled quicker – particularly at the beginning. But in summary, I've found the following key delays:

- There were significant delays at the start of the claim in arranging to carry out temporary repairs to safeguard the property from further damage for a number of reasons.*
- UKI's contractor didn't inspect the flat roof when it carried out its initial inspection. This meant that a further inspection had to be carried out.*
- The contractors didn't erect scaffolding around the whole house, which meant the roof works weren't able to start when they should have done.*
- There seemed to be a breakdown in communication between UKI and its contractors which caused delays in getting certain works authorised.*

However, I am also conscious that this was an extremely challenging time for insurers and their respective contractors with a significant uplift in claims due to the severity of storms at that time. So there was a shortage in available contractors to carry out the work required, due to no fault of UKI. I can't hold UKI responsible for something that was out of its control. However, it still seems to me that there were avoidable delays of around three months.

I'm also conscious that there were a number of times when Mr J was told certain things would happen – such as receiving dehumidifiers, delays in being told that they'd look into getting the electrics resolved, but over two weeks later he was told to arrange his own

electrician.

Further to this, it seems that Mr J was given no option, but to source his own electrician to carry out the electrical work. Mr J set out that he didn't want to do so and believed UKI should arrange to get the work done. I understand UKI didn't have a contracted electrician it could use, so it's not unusual for insurers to ask the policyholder if they are willing or able to source their own contractor in these circumstances. And the terms of the contract allowed UKI to do this. But I don't think it's fair to insist that the policyholder arranges for work to be done when they have a fair reason to not want to do so. Mr J and his wife were suffering from health concerns and were on benefits. So they've set out that didn't want to have to arrange this work themselves. And I can understand their concerns regarding this. So, once aware that Mr J didn't want to instruct his own electrician, I think UKI should have sourced an electrician itself at that time.

I'm conscious Mr J has raised a number of other issues about the way the claim has progressed and also highlighted the distress and inconvenience this matter has caused him. But I also think a lot of this distress is down to the general distress and inconvenience that would generally occur from having to make a claim such as the one he made. And UKI isn't required to compensate him for this. I'm also conscious that a lot of this distress also arises from a disagreement about how the claim should be handled – particularly regarding how the roof should be repaired. But I'm not persuaded that, other than the delays I've set out, UKI has handled the claim unreasonably.

Ultimately, while I agree that UKI could have handled the claim better, I think the £400 in compensation UKI has offered is fair compensation for the avoidable distress and inconvenience it's caused and is in line with what I would have awarded.

Has it carried out the repairs its required to do?

Mr J is unhappy with the quality of the repairs to the roof. He's also been consistent throughout the claim that he feels UKI should have replaced the roof in its entirety, including the battens that support it. But I'm not persuaded that it's handled this unreasonably.

Under the terms of the insurance policy, UKI was required to arrange to have the damage arising from the storm repaired. But it's also a standard principle of insurance that insurers aren't required to put a consumer in a better position than they were before – a principle often referred to as betterment.

As I said, Mr J believes UKI should have replaced the whole roof, but I don't agree. I'm firstly mindful that Mr J's roof was around 200 years old before the storm. UKI would only be required to replace the roof in full if it's not possible to repair the damage caused by the storm without doing so. But, even if the roof had to be replaced, UKI could have required Mr J to contribute towards the cost of the repair if doing so would mean replacing parts that were damaged or in a poor state of repair before the storm. However, in this case I can see from the latest photos of the roof that the damage has been repaired without replacing the roof in full. So I'm satisfied that the full roof replacement wasn't required.

Mr J has set out that he believes the delay in safeguarding the roof has meant that the roof battens have rotten through. And he's provided a report that sets out that the quality of the repairs weren't satisfactory. But I'm not persuaded that is the case.

I can see that UKI arrange for the battens to be reinspected and the contractor set out that there was evidence of water ingress and suggested that the issue with the dampness on the battens were a pre-existing issue. I can also see another contractor has said that battens will dry over time if they get wet, but if they don't then this highlights a pre-existing issue.

I've reviewed the condition report that Mr J has provided from a surveyor he instructed. However, I'm not persuaded that this sets out any issues with the repairs to the roof. He's highlighted that lead tingles have been used to secure the tiles. But he's not said that this shouldn't be used as a repair method and has specifically said "The presence of this number of lead tingles indicates that this has been an ongoing issue, likely due to 'nail sickness' or batten failure." UKI has confirmed that this is also why tingles were used.

Mr J has highlighted that a large number of faults were highlighted, but these related to areas of the roof that weren't damaged in the storm, so were pre-existing and not something UKI is liable for. It seems to me that the report corroborates that the roof had a number of pre-existing issues before the storm – particularly referring to batten fatigue – which is commensurate to the roof's age.

Ultimately, I'm not persuaded that the battens were damaged by the storm and it seems most likely that this has simply highlighted a pre-existing issue. I appreciate Mr J feels strongly about this, but I can't reasonably say that UKI needs to replace the battens in the roof. And I'm satisfied it's carried out the repairs it's required to do under the terms of the insurance policy."

Mr J didn't agree with my provisional decision and, in summary, raised the following points:

- He said the battens had never been wet before the incident.
- He acknowledged that the surveyor had highlighted other non-related issues. But he said the surveyor also pointed out poor workmanship by UKI – i.e. that there are slates that haven't been replaced.
- He said the surveyor set out that tingles should only be used for small areas of repair. He said the tingles themselves have to be nailed to the battens which he commented that the surveyor had pointed out will cause nail sickness in a few years because they are wet.
- He highlighted that the surveyor commented there was a leak in the main bedroom due to the battens still being wet. He didn't think it was fair that two disabled people should be left with a roof that should have been repaired in full but is still leaking two years on. And he didn't think it's fair that they have to pay to put things right.

UKI responded to say it accepted my findings and had nothing further to add.

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've read and considered Mr J's response to my provisional decision, but I don't think he's raised anything materially new. So I see no reason to reach a different conclusion to the one I reached in my provisional decision.

I naturally sympathise with the situation Mr J finds himself in. I recognise there continues to be issues with the property, but the issue I need to decide is whether it's fair for UKI to say it's not liable to cover this remaining damage. And I'm satisfied that my provisional decision clearly sets out why I've come to the conclusion I have. But, I shall comment further in respect to the comments Mr J has raised.

Mr J has said that he's never seen the battens wet before, but I don't think this is in dispute. But it seems to me that the effects of the water ingress arising from the storm may have highlighted an underlying issue with the battens that may not have been apparent before the

storm. But this doesn't mean they were damaged by the storm – or UKI's handling of the claim. I'm satisfied that UKI has reasonably demonstrated that there were pre-existing issues with the battens that weren't caused by the storm and are down to a gradual deterioration over a period of time. And, also for the reasons I set out in my provisional decision, this also appears to be the findings of the surveyor too. I think this is the reason the battens remain damp. But this damage isn't covered under the terms of the insurance policy.

I acknowledge Mr J's comments regarding the large use of tangles. But, as I said previously, both the surveyor and UKI set out that this method was used due to the pre-existing condition of the battens. Ultimately, I haven't seen anything to suggest that UKI's agent's repair methods were unreasonable given the specific circumstances of this claim.

I note Mr J says the surveyor has set out that there are slats missing. But I can see that a number of these issues were pre-existing and not related to the storm. And I'm not persuaded I've seen anything to show that UKI hasn't replaced the tiles that were damaged in the storm.

Finally, I've thought about Mr J's comment that there remains a leak as he highlighted the surveyor commented there was damp in the purlin in the main bedroom. But, crucially, the surveyor also highlighted that it couldn't be identified what the cause of this was. UKI has also set out that this area wasn't part of the insurance claim. And I'm satisfied from looking at the report and respective areas of damage that that's the case.

I do not dispute that there remain issues with the roof and some water ingress. But it seems to me that this is mostly down to a pre-existing and underlying issue with the quality of the roof. And I think that this is ultimately the primary cause of the remaining issues – not the storm. So I don't think I can reasonably say UKI has any further liability from this claim.

My final decision

For the reasons I've set out above, it's my final decision that I think U K Insurance Limited's compensation offer of £400 is fair. It should pay this to Mr J directly if it hasn't already done so. I make no further award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 14 July 2023.

Guy Mitchell

Ombudsman