

## **The complaint**

Ms H complains U K Insurance Limited (“UKI”) dealt with a claim against her home insurance policy poorly.

## **What happened**

Ms H had home insurance with UKI. In late 2021 she reported an escape of water. UKI accepted the claim. Our Investigator set out in detail what happened next, so I won’t repeat it here. Instead, I will focus on the reasons for my decision.

## **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.

Ms H has serious health concerns and has explained how the claim – and what’s gone wrong with it – has impacted her differently than it might others. UKI was aware of her health concerns, so I have borne them in mind when considering this complaint.

I have also borne in mind that UKI wasn’t responsible for the escape of water. And the work UKI needed to undertake to reinstate the property was significant. Ms H was always going to experience distress and inconvenience and much of it was outside of UKI’s control.

The works are now materially complete. The crux of this complaint is deciding fair and reasonable compensation for Ms H’s non-financial loss – in other words, compensation which fairly and reasonably reflects the impact UKI’s failing with the claim had on her.

During the course of the claim various things could have gone better. These include, but aren’t limited to:

- Some significant, avoidable delays which left Ms H living in an unpleasant environment, with her health at risk, and the need for her to constantly clean;
- Works being completed to a poor standard, leading to frustration, delays and the inevitable need for further works;
- Ms H returning to the property on the understanding it had been cleaned, when it hadn’t been and was filthy, leading to her having to stay with friends; and
- The escape of water was in late 2021. The works were predominantly done by late 2022 – about a year later. And snagging issues remained until at least early to mid-2023. That’s a long time and a lot of hassle for Ms H.

UKI accept it could have done better at times. Over the course of the claim, it paid Ms H £600 compensation and offered her a further £200. The Investigator recommended UKI pay Ms H a further £800. UKI agreed to this recommendation, bringing total compensation due to Ms H to £1,600. While I recognise how difficult things were for Ms H, taking everything into account, I’m satisfied this sum fairly and reasonably reflects the impact UKI’s failings had on her.

Ms H has asked UKI to compensate her for four days she had to spend with friends. The reason for this is that as Ms H sees it, UKI should have been paying for alternative accommodation during those days. By not providing alternative accommodation, it saved itself money, and should pay that money to her. While I see Ms H's logic, and note the Investigator was initially persuaded by it, I don't see matters the same way.

If things had happened differently, Ms H likely would have been staying in alternative accommodation at UKI's expense for the days in question. But Ms H didn't pay for alternative accommodation in UKI's stead – she stayed with friends, at no cost to her. There is, therefore, no financial loss Ms H has incurred for which I can fairly and reasonably require UKI to reimburse her. However, staying outside the home does cause some additional costs and disruption. UKI has offered to pay Ms H £100 (£25 a day) to compensate her for those. I find that fair and reasonable.

Overall, I have a great deal of sympathy for Ms H. Having an escape of water and then a claim of this kind is an ordeal. UKI did let her down at times and it's only fair that it compensates her for that. I recognise Ms H doesn't consider the compensation UKI has agreed to pay reflects the impact its failings had on her. However, I must approach this matter objectively, and having done so, I'm satisfied £1,700 in total is fair and reasonable.

### **My final decision**

I uphold this complaint and require U K Insurance Limited to pay Ms H a further £1,100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 8 November 2023.

James Langford  
**Ombudsman**