

The complaint

Miss K complains about the way U K Insurance Limited (UKI) handled a home emergency claim.

Any reference to UKI includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties, so I've summarised what's happened.

- In late February 2023, Miss K contacted UKI to make a claim under her home emergency policy when she discovered a vermin problem at her property.
- UKI's engineer attended six days later and put bait stations in her kitchen. At a follow up visit the agent recorded that there hadn't been any activity and that nearby building work may have caused the vermin to disperse.
- A further follow up appointment was booked but was cancelled, and another claim was raised for a different engineer to attend.
- The second engineer attended and blocked an entry point with wire wool and installed snap traps. Job notes from a follow up visit say essential proofing works were discussed with Miss K – though she refutes this.
- Unhappy with the service she received – namely, unattended appointments, poor communication, and delays on UKI's part – Miss K complained. UKI accepted its service had fallen short and offered £275 compensation to recognise the difficulties she had experienced.
- Miss K asked UKI to reimburse her for food and accommodation costs she'd incurred whilst waiting for UKI's engineer to re-attend her property. She said she was unable to use her kitchen due to the infestation. But UKI said such costs weren't covered under the policy.
- Miss K also thought UKI should pay for the damage caused to her property by the vermin – she said it had worsened because UKI had failed to act promptly and hadn't provided adequate advice. But UKI disagreed.
- Unhappy, Miss K brought a complaint to this Service. An Investigator considered it and upheld it. Whilst she thought the compensation offered was fair, she said UKI ought to cover the accommodation and food expenses Miss K had incurred whilst awaiting UKI's reattendance.
- UKI accepted the Investigator's findings, but Miss K remained unhappy and so, the complaint has been passed to me for an Ombudsman's 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.

Compensation

Home emergency policies are designed to provide a temporary solution or repair in an emergency – and so, it's reasonable Miss K expected UKI to respond to her problem quickly, but it didn't. UKI has accepted its service fell short on several occasions and it's offered compensation to recognise this. As it's not in dispute that Miss K didn't receive the service she ought to, I need to decide whether the compensation UKI has awarded reflects the difficulties she's experienced – and having looked at things, I'm satisfied it does.

Understandably, the vermin problem was stressful for Miss K, but it wouldn't be reasonable to hold UKI responsible for distress and inconvenience which is inevitable in a situation like this.

I appreciate Miss K took time off work for appointments and she thinks she should be compensated for this. We don't usually make specific awards for someone's time or calculate it using a set amount. But we do factor in the inconvenience someone may have experienced spending time dealing with a matter. Here, Miss K incurred avoidable delays and inconvenience when engineers arrived for appointments she hadn't been informed about, and when she took time off work for appointments which weren't then adhered to.

Keeping in mind the overall impact on Miss K, I'm satisfied £275 compensation is fair and in line with awards this Service makes in respect of distress and inconvenience. And so, I won't be asking UKI to increase this.

Food and accommodation costs

UKI has agreed to pay the accommodation and food expenses (as outlined in the Investigator's view) Miss K incurred whilst waiting for UKI to reattend her property. I'm satisfied this is fair in the circumstances. If she hasn't already done so, Miss K should share these receipts with UKI so it can arrange payment.

Repairing the damage

Miss K says she understands her policy is designed to provide *emergency* assistance, but she expected the emergency to be resolved, and to be told how to resolve it. She says the latter didn't happen and has explained that if she had been told, she would have arranged for proofing works to have been carried out earlier on – which would have prevented the vermin from causing further damage and her incurring costs to repair it.

As our Investigator explained, the policy isn't designed to provide an ongoing pest control service – it instead covers *“the cost of dealing with pests that cause an emergency in your home”*. The final job report from May 2023 says: *“no fresh evidence of target pest activity found”*. So, on the face of it, I consider it reasonable for UKI to have considered the emergency resolved.

Whilst Miss K disputes being told she'd have to carry out essential proofing works to prevent an infestation, job notes from the final visit state the engineer discussed this with her. Whilst I can't be certain what was discussed at the time, on the available evidence, I think it's more likely than not Miss K was informed she'd need to arrange proofing works. And so, I don't think it's reasonable to ask UKI to cover the costs she's incurred in repairing damage – especially when these works would have never been covered by the policy.

My final decision

My final decision is I uphold this complaint and direct U K Insurance Limited to:

- Pay Miss K £275 compensation (if it hasn't already done so).
- Reimburse Miss K the food and accommodation expenses (subject to proof of receipt) she incurred. UKI should pay simple interest at 8% a year from the date each payment was made until the date it is refunded.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 5 October 2023.

Nicola Beakhust
Ombudsman