

The complaint

Mr and Mrs G complain about U K Insurance Limited's (UKI) handling of a claim made under their home insurance policy.

Where I've referred to UKI, this includes any actions and communication by agents acting on their behalf.

What happened

Mr and Mrs G insure their home with UKI. In June 2022, there was a fire at a neighbouring property which caused damage to Mr and Mrs G's home, so they made a claim to UKI.

Due to the extent of the damage, Mr and Mrs G were placed in alternative accommodation so repairs could be carried out. However, works stopped in October 2022 as UKI said they couldn't continue until the neighbouring property works were completed and it was watertight. Mr and Mrs G raised concerns about the works to their roof and that this was allowing ingress.

Mr and Mrs G later complained about delays and the repairs to their roof as there was continued signs of water ingress after the neighbouring works were complete. Following a joint site visit, an independent roofer agreed the roof repairs were poor and needed rectification. However, Mr and Mrs G were unhappy with the extent of the rectification proposed and said the whole roof should be replaced. UKI didn't agree this was required.

Ultimately, in September 2023, UKI agreed to replace the roof in order to move things forward.

Whilst Mr and Mrs G had raised complaints with UKI, they hadn't issued a full final response within the eight weeks they had to do so. And as Mr and Mrs G were unhappy with UKI's handling of their claim they approached the Financial Ombudsman Service.

One of our investigators was allocated the case and obtained agreement from UKI to consider what had happened past that eight week point and up to 15 September 2023 when UKI had agreed to replace the roof. Whilst Mr and Mrs G raised various ongoing issues with their claim with the investigator, she said her consideration of things was limited to up to 15 September 2023.

For the period of time the investigator was considering, she agreed UKI had caused avoidable delays and poor service and she recommended UKI pay £1,300 compensation. The investigator said that whilst Mr and Mrs G had said their fish had died, and their pond equipment needed replacing because of UKI's poor claim handling, she wasn't persuaded she could hold UKI solely responsible for this.

UKI agreed with the recommended compensation payment. Mr and Mrs G didn't agree, 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.

Firstly, I'll confirm that I'm also only considering the same time period as our investigator, and that is what happened up to 15 September 2023. Whilst I recognise Mr and Mrs G are unhappy with various things that have happened since that time, as explained by our investigator, these would need to be raised as a separate complaint. The investigator also explained to Mr and Mrs G how they could take those complaint points forward if they wished to.

I'll also outline that for the time period I'm considering (up to 15 September 2023), Mr and Mrs G have raised an extensive number of detailed points about what in their view went wrong and why, and more than 30 detailed individual points of impact on them that they say were caused by UKI's poor handling of their claim. However, I don't intend on commenting on every individual event, communication or point that has been raised. Instead, I'll focus on the overall general points I consider key when reaching a final decision which is fair and reasonable in all the circumstances of the case. I don't mean this as a discourtesy, instead it reflects the informal nature of this service and my role in it. But I'd like to reassure both parties that I've considered all the information and points they've provided when reaching my final decision.

In June 2022, Mr and Mrs G's home was damaged by a fire in the neighbouring property. Due to the extent of damage and repairs needed, Mr and Mrs G were placed in alternative accommodation. And Mr and Mrs G were still out of their home in alternative accommodation as of 15 September 2023, which is the time period I'm considering up to here in my final decision. At that point it had been 15 months since the claim was made, which is a significant period of time, even for a claim of this nature.

Repairs were started after the claim was made but works then ceased in October 2022. This is because UKI said that further works wouldn't be able to continue until the neighbouring property repairs had been completed and it was watertight, as they said this was allowing water ingress into Mr and Mrs G's home. Mr and Mrs G had raised concerns with UKI about the ongoing water ingress to their home, and they didn't think it was solely due to the neighbouring property.

Following the completion of works to the neighbouring property, water ingress was still occurring to Mr and Mrs G's home. So, Mr and Mrs G complained that poor workmanship had been carried out to their roof as they'd said, and this was allowing water to enter. UKI eventually appointed an independent roofer who assessed the repairs carried out by UKI's contractors. They concluded the works hadn't been completed correctly. In summary, there were a number of issues identified with the lead flashing, and they said this was contributing to the ongoing ingress.

Mr and Mrs G didn't agree this was the sole issue with the roof, and in their view, they believed the full roof needed replacing as they say it didn't meet building regulations. UKI didn't agree as they said there was no evidence to support this. I don't think UKI's position here was unreasonable. This is because the independent roofer didn't agree the roof needed replacing, and there was no other independent or firm evidence provided at the time which indicated that it did or that it didn't meet building regulations. So, whilst it took too long to get to that point of UKI accepting there were poor works, these needed putting right rather than the roof replacing as Mr and Mrs G argued.

But in any event, in order to move things forward, on a pragmatic basis UKI agreed on 15 September 2023 (the period I'm considering up to) to replace the roof in order to move the claim forward.

However, UKI accepts that it should have considered Mr and Mrs G's concerns sooner. Mr and Mrs G had continued to raise this as a cause of ongoing ingress, but UKI maintained it wasn't and the repairs were then put on hold whilst awaiting the neighbouring repairs. This period could have been avoided had UKI considered Mr and Mrs G's concerns sooner. UKI also notes the roof construction was raised by the neighbouring property loss adjuster some months before too.

So had things gone differently, and UKI not dismissed Mr and Mrs G's concerns and appointed an independent roofer sooner, then it's likely this would have reduced the claim duration overall. And this would have been further reduced too if works had been carried out correctly in the first place.

The claim would have always been distressing for Mr and Mrs G, and they would've always had to move out of their home. But, if UKI had handled things better, and if it wasn't for the poor roof repairs and the dispute over this, then this would have reduced the claim timescale and consequential impact on Mr and Mrs G. So, I think UKI was responsible for causing avoidable delays, which prolonged the impact on Mr and Mrs G. Throughout the claim UKI also recognises the communication was poor, and Mr and Mrs G had to chase UKI, and the various parties involved, to try to move the claim forward.

It's not in dispute by UKI that the claim wasn't handled in line with Mr and Mrs G's reasonable expectations. Things went wrong, avoidable delays occurred, along with poor workmanship, and communication. What this resulted in was prolonged impact to Mr and Mrs G beyond that which would have always occurred, and been expected, due to the nature of the claim itself. And UKI has already been sent Mr and Mrs G's detailed list of the impact this had.

Our investigator recommended £1,300 compensation should be paid for the shortfalls in UKI's claim handling and the impact this had on Mr and Mrs G. I recognise that Mr and Mrs G don't think this is sufficient as they say it only equates to a minimal amount each per day. But I do need to take into account the claim would always have been distressing and caused inconvenience to Mr and Mrs G, but I also accept the UKI is responsible for that being for much longer than it otherwise should've been and ultimately UKI's failings added to this.

Having considered all the information provided by both parties, and whilst I appreciate it'll come as a disappointment to Mr and Mrs G, I agree that £1,300 compensation is fair and reasonable in all the circumstances of the case (for the period I'm considering – up to 15 September 2023), so that's what I'll be directing UKI to pay.

Mr and Mrs G have also said UKI caused around 50 of their fish to die, and their pond equipment no longer works and needs replacing. They say UKI was aware of the importance of the pond having electricity, but despite this, they say the power was off for a number of months which resulted in the pump and filter no longer functioning, resulting in the death of the fish. Mr and Mrs G say the cost of replacing the fish and pond equipment would be in the region of £1,200.

The circumstances around this point have been discussed in detail between our investigator and Mr and Mrs G. I won't revisit this in full here. However, as explained by our investigator, to say UKI was solely responsible for this, the evidence provided would need to be persuasive that it solely happened due to UKI's poor claim handling or errors. But I agree with our investigator, and I don't find the evidence persuasive, on balance, in demonstrating this.

It's unclear exactly when the power went off, who caused that and whether it was due to an error or failing by UKI. And it's not clear at what point the fish died, whether this was in one instance or over a period of time. And it isn't also clear whether they died solely due to a lack of pump and filter, or for another reason.

Mr and Mrs G say they noticed the electric off in April 2023 and noticed the dead fish. They say at that point work had already stopped for around four months. I recognise that Mr and Mrs G say they told UKI about the importance of the power to the pond, but I can't see this was regularly chased by them. UKI's contractor confirmed they wouldn't have turned off the power other than to test it, and they say there is no way to tell at what point, or why, the pump and filter stopped working or that this caused the death of the fish.

Mr and Mrs G say the electrics failed due to getting wet and this was UKI's fault. They said they asked a friend to look at the electrics when they realised the power was off, and they did, but it kept tripping. So, they say they reported this to UKI, but it wasn't until around six months later that this was checked by UKI. Mr and Mrs G say that when UKI did then later look at it, the electric's had dried, and it was no longer tripping out.

I recognise that Mr and Mrs G's fish sadly died, and I'm sorry to hear that. But here, there isn't sufficient evidence to determine what exactly happened and when, and who caused that. It also isn't clear what steps Mr and Mrs G took to mitigate this, either before noticing the fish died, or after some/all of the fish died. I note Mr and Mrs G said they were in alternative accommodation around 200m from their home, so presumably they visited regularly, and attended to and fed the fish regularly throughout the claim up until all the fish had died. But it isn't clear when they died or why, if this wasn't noticed until around four months after works had stopped when Mr and Mrs G noticed the power was off.

Based on the information I've seen, I'm not persuaded it's been shown on balance that UKI is solely responsible for the loss of fish or pond equipment. Having said that, if Mr and Mrs G do have any further evidence to support that, including clear timescales and/or evidence of chasing this or what caused this, then they should present that to UKI for consideration. But based on what I've seen, whilst I appreciate it'll come as a disappointment to Mr and Mrs G, I won't be directing UKI to pay for the fish or pond equipment, as I'm not persuaded it's been sufficiently demonstrated that they were solely responsible for this.

My final decision

It's my final decision that I uphold this complaint in part and direct U K Insurance Limited to:

- Pay Mr and Mrs G a total of £1,300 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs G to accept or reject my decision before 4 October 2024.

Callum Milne
Ombudsman