

## **The complaint**

Mr H has complained about his home insurer U K Insurance Limited regarding poor repairs completed by it in response to a subsidence claim he made.

## **What happened**

Mr H made a claim to UKI when he noted crack damage at his home. It accepted a claim for subsidence. Issues arose with the claim, including poor repairs being completed and Mr H complained to this Service. An Ombudsman colleague issued a final decision in June 2023. And, following another complaint from Mr H, another Ombudsman colleague issued a final decision in September 2024.

In the interim of those two decisions, in August 2023, UKI paid Mr H £9,208.62 to fix a list of poor repair issues. One of the issues of poor work was regarding the porch roof. In November and December 2023, Mr H noticed that the roof of his porch was deteriorating, with damp showing internally. In February 2024 he and UKI spoke about the issue, with Mr H highlighting that the porch internally, was mouldy. In May 2024 UKI said that it had made a payment for the roof to be fixed, if Mr H had not repaired it and damage had occurred internally, it was not liable for resolving that damage.

Mr H was unhappy. He said that the settlement paid in August 2023 was not enough. So he said he hadn't been able to fix the porch roof because UKI hadn't given him sufficient funds to do so. The dispute about the quantum of UKI's August 2023 settlement was one subject discussed in the September 2024 final decision. The Ombudsman in that decision said the settlement had been insufficient. He said the total fair sum for UKI to pay Mr H was £29,400, less its August 2023 payment. That decision did not deal with the issue of internal damage to the porch. Mr H made a new complaint in that respect.

When our Investigator considered Mr H's concerns about the internal damage, she noted UKI's settlement in August 2023 had been found to be unfair. She felt it was reasonable – given that finding – that Mr H had not undertaken any work to repair the porch roof. She noted that, after September 2024, once fair payment for the porch roof was made, allowing Mr H to reasonably complete its repair, the internal damage had already occurred. So our Investigator felt UKI was reasonably liable for the cost of fixing that damage – she said it should review up to date estimates for that and it should use those as a basis for a cash settlement to be paid to Mr H.

Mr H was happy with that outcome. UKI was not.

UKI said it had given Mr H more than enough money in August 2023 to have covered the cost of the porch roof repair. It said there were a number of repair issues covered by that settlement – but the porch roof was one issue that Mr H should have prioritised resolving. It maintained that Mr H hadn't take care to avoid further damage occurring and that it should not be liable for the damage which had, inevitably, occurred.

The complaint was referred to me for an Ombudsman's decision. I wasn't minded to uphold the complaint. I issued a provisional decision to explain my views to both parties. I said:

*"I can't change or add to the final decisions made by my colleagues. In September 2024, my colleague found that UKI's August 2023 settlement was unfair. He awarded a significant uplift against that settlement sum. So Mr H did not have sufficient funds in August 2023 to complete all the work that UKI had failed to complete to an appropriate standard. However, I have to think then about whether the damp and mould which occurred was an inevitable result of UKI's poor work and its failure to provide a fair settlement. And I don't think it was.*

*Mr H knew, by virtue of a surveyor's report, in 2022, that the porch roof was poorly fitted and had the potential for letting in water. In November 2023 he found the roof had deteriorated still further. And in December 2023 he found damp was getting in. By February 2024 the damage internally had progressed to mould.*

*In the meantime though, Mr H had received a settlement from UKI for £9,208.62. And the other work on the list which, along with the porch roof, was to be covered by that sum was really 'cosmetic' in nature. In other words, extra damage wasn't going to occur if the other repair issues were left unresolved whilst the settlement was debated. But Mr H knew that if the porch roof was not fixed, water would get in, and within a few months of him having received that payment from UKI, that is just what happened.*

*By the time water began getting into the porch, in late 2023, Mr H had received an estimate for all the repairs, which included a breakdown of the cost to repair the porch. To reroof the porch and to complete some related internal works – such as to the ceiling – was estimated to cost £8,160 plus VAT. So to reroof the porch alone would have cost less than that sum. And a later estimate from Mr H which broke down the cost for external and internal work to the porch showed the roof would cost just £4,400 to replace. If Mr H had replaced the roof after receiving UKI's settlement, then the internal damage wouldn't have occurred.*

*I appreciate that, in 2023 and 2024, Mr H was in the middle of a complex claim and had complaints on-going with this Service. I understand why he was frustrated with UKI, and he was absolutely correct to think – given my colleague's decision – that UKI hadn't provided a reasonable settlement to him. However, I think Mr H knew of the potential for damage, and he knew he had a sum of money from UKI which could have been used to fix the roof. Mr H did not fix the roof though. And the damage he had been warned about by the surveyor in 2022 did occur. I can't reasonably say UKI should then be liable for fixing that damage. So I don't intend to make UKI pay anything more to Mr H."*

UKI said it accepted my provisional decision. Mr H said he was unhappy with it.

Mr H said UKI had the same 2022 report he did – so why didn't it act to sort the roof and prevent further damage. He explained that this had been incredibly difficult for him – he hadn't really known what to prioritise and was worried about spending money because he didn't know what funds he would end up with. He said that if he'd spent money on the porch, then he wouldn't have had money to spend sorting the garden out. Mr H said he now can't repair the porch – he simply doesn't have enough money for the repairs which should be covered under the policy. He said whichever way he did the works, the money from UKI simply isn't enough to fix everything which has been accepted as wrong.

### **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.

Clearly, back in 2022 there were disputes on-going between Mr H and UKI. Disputes which I can't go into detail about here. In the backdrop of all that though I can understand the

frustration Mr H feels and how he thinks UKI let him down, particularly as UKI has had a copy of the 2022 report previously, a report which identified damage would likely occur if the roof wasn't fixed. Whilst I take Mr H's point – that UKI could have acted on that report to fix the roof – UKI did put Mr H in funds, before internal damage occurred, which would have allowed him to fix the roof. Or, at the very least, undertake some temporary work to offer some protection.

From what Mr H has said in reply to my provisional findings, I think he remains unhappy with the settlement overall which resulted from my colleague's final decision issued in September 2024. Whilst I can't comment on that, I can certainly appreciate that if Mr H feels £29,400 is not enough to do all the work, receiving a sum of just over £9,000 from UKI in August 2023 would have seemed pretty worthless. And I understand that would have made Mr H feel like he couldn't do anything.

However, I come back to what I said provisionally – whilst there was a lot of work that needed doing, that was meant to be subject to that £9,000 payment – it seems that only the porch roof presented a risk of further damage occurring if nothing was done. And Mr H knew the £9,000 would cover at least the external permanent porch roof repair, with a subsequent costing breakdown showing it would have cost less than half of that sum. I remain of the view that a reasonable decision from Mr H, when he received that settlement from UKI in August 2023, would have been for him to undertake work to the porch roof – even if that wasn't a full, permanent repair. In short, I think Mr H had sufficient funds from UKI to reasonably allow him to act to prevent further damage occurring.

Having reviewed matters, I'm not persuaded it would be fair to blame UKI for the fact that Mr H did not take that reasonable action and that damage resulted. Clearly, given my colleagues' decisions, UKI has failed Mr H at times during this claim, but I remain satisfied that it's not reasonably liable for the internal damage which occurred to the porch.

### **My final decision**

I don't uphold this complaint. I don't make any award against U K Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 15 April 2025.

Fiona Robinson  
**Ombudsman**