

The complaint

Mrs D complains that U K Insurance Limited treated her unfairly when she made a claim on her landlords home emergency policy.

What happened

Mrs D notified UKI of a water leak in her rental property on 2 November 2024, after her tenants had reported water ingress through the ceiling.

On 5 November, an engineer attended the property and completed a temporary repair to the roof but they set out in their completion certificate, that a full investigation from scaffolding is needed and the roof could still leak.

Mrs D notified UKI on 11 November that the temporary repair had failed and water was still entering the property. UKI said it would speak to the engineer and then update Mrs D on the next steps. The engineer confirmed with UKI on 12 November that the repair was carried out on site but the best option would be to look at raising a claim under the buildings and contents insurance.

An email sent to Mrs D said, because a temporary repair had been completed, it was all UKI needed to do under the policy and it wouldn't carry out any further repairs. No reference was made to a claim being raised under the buildings and contents insurance.

On 17 November, Mrs D replied to say she disagreed. She said that she believed the full repair should be completed in full and she questioned where the policy set out that only a temporary repair would be provided. Mrs D emailed again on 27 November after not receiving a response.

A response was provided on 7 December. UKI maintained its position that under the home emergency cover, it didn't need to do more than complete a temporary repair. However, it did recommend at this point, that Mrs D contact her buildings and contents insurance provider to log a claim.

Mrs D said her policy, provided by UKI, included cover for both the buildings and contents and home emergency. The situation continued to worsen and she asked who was responsible for providing the repair for damage which continued when the temporary repair had failed. Concerned about the damage, Mrs D organised a repair with her own contractor and a complaint was raised about the service provided.

UKI provided a response which explained the home emergency policy was administered by another company on its behalf and while provided by it, this was separate. It felt a temporary repair was completed inline with the policy terms and it didn't think anything else needed to happen here. However, it accepted there was delays with the claim communication during the claims journey and communication which wasn't suitable. To recognise this, it offered £25.

Our investigator looked at this complaint and agreed that UKI didn't need to do anything else

with the home emergency claim and it had acted fairly and inline with the terms of the policy. But they felt the award for the distress and inconvenience of the service failings was too low and they recommended this be increased to £125. UKI accepted the recommendation.

Mrs D did not accept. She explained the repair cost £660 and she believed this should be covered by UKI. She also said the impact of this claim meant she didn't think £125 was fair to recognise this.

Our investigator's opinion remained that UKI didn't need to cover the cost of the permanent repairs to the roof and £125 for the inconvenience and distress added with the service failings, was fair and reasonable.

Mrs D still felt more needed to be done and asked that the complaint be referred for 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.

I've decided to uphold this complaint, for much the same reasons as our investigator. I appreciate Mrs D will be disappointed by this as the outcome doesn't go as far as she would like, but I'll explain why I've made this decision.

The claim was made under the landlord emergency part of Mrs D's policy and both UKI and our investigator set out the relevant terms and I haven't set this out again. But this says, when a claim is made under the emergency cover, UKI only needs to complete a temporary repair. It would only complete a permanent repair if this was no more expensive than the temporary option.

The engineer attended the property and completed a temporary repair and noted that the issue may still be ongoing. However, it had provided a repair in line with the terms of the policy and it didn't need to go further than this.

I understand why, when the temporary repair failed soon after it was made, Mrs D looked for UKI to provide more support. With the combined policy, there was an expectation that it should cover the damage but the claim had been made under the emergency section only. The engineer reviewed the claim when they were notified the temporary repair had failed and they said it was best to contact the buildings and contents provider. They had previously said a full inspection of the roof was required and this followed the initial assessment of the roof. Unfortunately, UKI did not pass on this message at the same time to Mrs D and it wasn't until almost 3 weeks had passed that it spoke about raising the claim in this way.

Mrs D rightly responded to say she had this cover with UKI and she wasn't aware of the delegated authority and claim being handled by the third party. I think the failure to make this clear added distress to the situation and while it is not known whether the repairs would have been completed under the buildings and contents insurance, Mrs D was not given the chance to do this ahead of organising the repair herself.

Overall, I think Mrs D has been caused distress and inconvenience with the information provided when her claim was handled by UKI. I know she feels the award made by our investigator of £125 is too low as this doesn't cover the cost of her repairs, but it is not made with a view to cover this cost.

The award for distress and inconvenience is to recognise that during the claim, UKI failed to

provide her with information about what it could and could not do under the emergency cover. And although it carried out a repair in line with the policy and the cover in place, not providing information about the other insurance and responding to emails in a timely manner added avoidable distress.

I agree that an award of £125 in recognition of this added distress is fair and reasonable and is an award in line with the expectations of this Service. So while it is short of the costs Mrs D incurred, I think it is fair award made for the impact.

Putting things right

For the reasons I've explained above, UKI should pay Mrs D £125. If it has already paid the £25 offered with its final response to this complaint, it needs to now only pay £100.

My final decision

I uphold Mrs D's complaint for the reasons set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 24 October 2025.

Thomas Brissenden
Ombudsman