

## The complaint

Mr and Mrs T have complained as U K Insurance Limited ("UKI") hasn't accepted and paid a settlement based upon quotes they've provided from two separate reputable contractors. UKI were providing a home insurance policy.

## What happened

Mr and Mrs T have had a previous complaint which was resolved by our service following an Investigator's view outlining the outcome. Both UKI and Mr and Mrs T accepted the outcome. The investigator partially upheld Mr and Mrs T's previous complaint. He concluded that UKI should *"pay the cost from Mr T's builder or contractor to repair the snagging and rectification work UKI proposed, rather than the costs to UKI's contractor (UKI's limit of liability). I'm aware UKI may need him to provide more than one estimate of costs which I think is fair and reasonable"*.

Mr and Mrs T have provided two quotes from builders for the work they feel is outstanding and which they say was based on their complaint email. They said the quotes specifically excluded work that wasn't upheld in the investigator's outcome (incl. the boiler and lounge ceiling).

UKI said *"the snagging / remediations works had been agreed when our insurance advisor and contractors, attended your property for a second visit. An email was sent to you on the 30 October 2024 with the list of remediation / snagging issues that UKI had been instructed to cash settle for by [our Service], the same email also advised that we would not cover the additional work in your quotes as we have no liability to do so"*.

Mr and Mrs T want one of the quotes they've provided settled. They said they dispute the snagging list referred to by UKI as this was never agreed. They said the disagreement has added further delay to their claim. So, they've raised another complaint here.

Our investigator decided not to uphold the new complaint. He didn't think the quotes provided by Mr and Mrs T were reasonable, as he thought the scope was wider than the rectification works agreed. Mr and Mrs T disagreed, so the case has been referred to an ombudsman.

## 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 seen photographs of the significant repair work that have taken place, and I've noted how long ago the claim was made. I can only imagine how hard and distressing this claim experience has been for Mr and Mrs T.

Before I set out my decision it's important to understand the jurisdiction I have, which is set out under the rules set out by the Financial Conduct Authority (FCA). I'm not allowed to re-consider complaint points that have already been considered and resolved by our Service.

So, whilst I have read the previous complaint that was decided by our Service, I won't be commenting on or re-reviewing any of points covered in that decision.

However, the outcome is linked to my decision here. Mr and Mrs T are essentially arguing that UKI haven't done what they were instructed to do in this decision, so I will need to refer to the Investigator's reasoning for the previous complaint.

The Investigator reviewed the remaining works that were required and the settlement of these. He said:

*"Due to Mr T's concerns about the standard of repairs, I can see UKI arranged a specialist inspection of the repair work in July 2023 for the work UKI's contractor had carried out. I saw the report provided by the specialist and the rectification work UKI has proposed is in line with the specialist's report. From the information provided to me, the lounge ceiling wasn't dropped, and the only repair work necessary was stain block and paint. UKI confirmed it didn't alter the finish of the plasterboard and skim, and the marks to the ceiling weren't due to the claim incident but was a pre-existing issue. Based on the evidence, I consider any item or repair work Mr T has said is outstanding won't be covered due to work not related to the claim or wasn't related to the poor repair work or was a pre-existing issue. I'm satisfied the proposed repairs for the snagging and rectification issues that UKI offered are related to the claim and related to the poor standard of repair work.*

*Having said the above, I don't think it was fair or reasonable for UKI to only offer the cash amount (£1,900) it would have cost its contractors to repair the rectification and snagging issues. I think UKI's offer reflects the cost to it, rather than the cost to Mr T. That doesn't seem fair or reasonable to me. It doesn't appear UKI were offering use of its builder for the snagging and rectification work. As it appears UKI weren't offering use of its builder, UKI's limit of liability or costs of its own builder won't apply. Ultimately, the amount UKI offer to settle the claim must be enough to indemnify him, which it appears isn't the case here.*

*It's important to note, Mr T has provided links to an online website, but I think UKI would expect to see a reasonable estimate of costs from a reputable builder or contractor. So, whilst I will be upholding this part of his complaint, I consider he would need to provide UKI with an estimate of costs from a reputable builder or contractor for the snagging and rectification work. When he sends UKI the reasonable estimate of costs for the rectification and snagging work UKI proposed, it can then review the costs and arrange payment".*

Mr and Mrs T said they never agreed to the scope of works that UKI proposed for the rectification works. It's not for me to comment on this point, as the outcome to the previous complaint which was agreed by both parties sets out what the resolution should be based upon (shown above). I think our Investigator was clear when he set out that the quotes should be based upon *"for the rectification and snagging work UKI proposed"*.

I think it's also useful that the Investigator who wrote the outcome for the previous complaint, is the same investigator who considered the new complaint. Therefore, he would know very clearly what he intended when he resolved the first complaint.

The snagging and rectification works have been set out before, but for the avoidance of doubt are based upon the specialist site inspection in July 2023 and was confirmed by UKI to Mr and Mrs T by phone and email in November 2023. This work included:

- Trim panel to left hand side of wardrobe (white high gloss)
- Five light switches
- Magic man/similar repair to Juliet balcony door scratch, external window frame scratch and front door

- Complete trim in the ensuite between the wall and floor
- Rake out and regrout tiles in the ensuite
- Replace fan switch
- Prepare and repaint woodwork on the door frame and architrave in the ensuite
- Fill, prepare and apply gloss to one section of skirting in the main bedroom under the radiator
- Apply caulk around the light switch outside the ensuite
- Fill and re-gloss woodwork in several areas on the stairwell
- Touch up paint on bulkheads
- Replace wallpaper in two areas where damage was caused by others.

The quotes provided by Mr and Mrs T were probably from reputable builders, however, with the quotes being in the region of £50,000 each, I'm not persuaded they were for the same scope that was the basis of the previous complaint's resolution. From reviewing the quotes, I'm persuaded these quotes are for a larger scope of work. For comparison, the cash settlement offered by UKI was £1,900, which I think demonstrates were not for like for like pieces of work.

Again, I appreciate Mr and Mrs T think there is more work to do and they've said they didn't agree the scope. However, as this was part of the previous complaint, resolved by our service I can't consider any of the points in this outcome.

I think UKI has been reasonable in saying it won't cover the additional works in Mr and Mrs T's quotes. Therefore, I don't uphold this complaint. I think the delays to the claim are due to Mr and Mrs T disputing the scope that had already been agreed. Therefore, I don't think these delays are caused by UKI, so I don't uphold this part of the complaint either.

Mr and Mrs T can still accept UKI's cash offer or get quotes from their own builders to complete the scoped work that is listed within this decision. I appreciate Mr and Mrs T will be disappointed with this outcome. But as I don't have jurisdiction to review the earlier outcome that was agreed, I think this is the fair decision based upon this specific complaint.

### **My final decision**

My final decision is that I don't uphold this complaint. I don't require U K Insurance Limited to do anymore, other than facilitate the outcome from the previous decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs T to accept or reject my decision before 25 November 2025.

Pete Averill  
**Ombudsman**