

## The complaint

Mr C complains about U K Insurance Limited (“UKI”)’s handling of his buildings insurance claim.

All references to UKI also include its appointed agents.

## What happened

Below is intended to be a summary of what happened and does not therefore include a full timeline or list every point that has been made.

- Mr C previously made a claim for subsidence at his property around 2004 due to drainage issues. Repairs were carried out, including to a soakaway and the claim was closed around 2006.
- In September 2020 Mr C contacted UKI as he was experiencing drainage issues. However, he was unhappy as UKI said he would need to pay an excess as this would be a new claim. Mr C felt this was a continuation of the issues from 2004 and felt it should form part of his previous claim.
- Mr C was also unhappy with the standard of repair work to the drains and would like it re-repaired. He raised a complaint with UKI.
- UKI issued its response to the complaint in November 2024. It said there was no evidence the original claim was dealt with incorrectly and pointed out the length of time that had passed between this and when it had been contacted again by Mr C in 2020.
- It said it had appointed agents to act on its behalf, as these agents have the required expertise to review the aspects Mr C had raised. It didn’t think its agents had acted unfairly in asking Mr C to provide photos and details of where he thought work had been completed incorrectly.
- It pointed out its appointed representatives hadn’t been able to access the property and so couldn’t verify the issues Mr C had raised. It also set out its appointed drainage contractor was trying to arrange a visit to make the required repairs. It said if Mr C didn’t want to deal with its appointed representatives, it would look to provide him with a cash settlement based on the information it had.
- Mr C was unhappy with UKI’s response, so he brought the complaint to our service.

### *Our investigator’s view*

Our investigator didn’t recommend the complaint be upheld. He said while a previous claim had been resolved regarding the same issue, it had occurred over 14 years ago, and he wasn’t persuaded it was an ongoing issue. He felt UKI had acted fairly in treating this as a new claim.

Mr C didn’t agree with our investigator’s view of the complaint.

He said he wanted to speak to someone from UKI directly, and not via appointed representatives. He said he asked for a named individual to ensure the repair works to the

drains were completed properly. He said it was an acceptable repair but was UKI's responsibility to arrange.

He reiterated that the repairs carried out previously by UKI were inadequate. He said the drain was only partially repaired and this has allowed water to continually leak from the remaining original rear pipe work. He said he had insisted both drains be replaced at the time of the original claim in 2004, but this hadn't been done and felt it was unreasonable he was being asked to pay an additional excess.

He said further attendance by UKI's representatives was a waste of time. He said his contract was with UKI and it was its responsibility to make the arrangements for repairs.

He didn't agree it was fair for UKI to proceed to the potential option of issuing a cash settlement.

### **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 understand Mr C has strong views about what has happened. He's provided several submissions to support the complaint, which I want to assure him I've read and considered carefully.

However, my findings focus on what I consider to be the central issues, and not all the points raised. This isn't meant as a discourtesy. The purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by Mr C, and by UKI, to reach what I think is a fair and reasonable decision based on the facts of the case.

Having done so, I do not uphold the complaint for these reasons:

- It's not unreasonable for UKI to ask Mr C to provide information for it to validate matters and its normal practice for an insurer to appoint representatives that are experts in the required fields to carry investigations on its behalf.
- I don't think its acted unreasonably here in concluding it may need to proceed to cash settlement at its own costs, based on the information it had, if Mr C didn't want to engage with its representatives.
- I understand Mr C wanted a contact to liaise directly with at UKI, and it has now provided details of someone in which he can do so. But having reviewed how it handled the claim I don't think its acted unreasonably.
- Regarding the repairs I can see notes from UKI's site investigations set out issues with soft soil and poor bearing capacity. I also note its surveys identified the main drain had been repaired, but I haven't however seen anything in its findings that persuades me it had been identified the problems were due to the previous repairs being inadequate. And I've not seen any other evidence, such as expert reports, that persuade me otherwise.
- I've considered the photos Mr C has provided and I can see UKI have agreed to come and address some snagging issues at the property. But again, these are not persuasive in identifying the issues experienced now are due to inadequate repairs completed previously.
- I will also note here, while I'm not persuaded the issues now are as result of inadequate repairs around 2004, the issues have presented themselves around 14 years after the initial claim was concluded.

- When a repair solution is carried out, it doesn't necessarily mean the issue will never reoccur again, but we do expect solutions to be lasting and effective. And considering the time that has passed here, I do think the timeframe would be a reasonable one to conclude it as a lasting and effective repair for this type of issue.
- While I understand Mr C feels strongly about what's happened, I've not seen any evidence that persuades me the issues are due to inadequate repairs from the original claim in 2004. So, I think UKI have acted fairly in treating this as a new claim and asking him to pay an excess.

### **My final decision**

My final decision is that I do not uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 2 January 2026.

Michael Baronti  
**Ombudsman**