

The complaint

Mr R complains U K Insurance Limited (“UKI”) hasn’t responded fairly to a loss of rent claim on his landlord insurance policy.

What happened

I issued a provisional decision. I said:

“I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

Mr R is the leaseholder of a ground floor maisonette with a conservatory. He took out a landlord insurance policy with UKI in October 2018. In July 2019 Mr R made a claim against the policy for subsidence damage to the conservatory and the maisonette. The claim was settled in January 2025.

The property became unoccupied because of the damage, so Mr R made a loss of rent claim. UKI paid the loss of rent claim to the policy limit (£15,000). Mr R argues the property was unoccupied for longer than it otherwise would have been because of UKI’s avoidable claim delays.

There are three distinct time periods to this complaint. I will address each in turn.

Pre-May 2021

The Investigator set out the position on this time period in Mr R’s previous complaint with our Service and it’s not in dispute. In brief, Mr R complained about UKI’s claim decision and claim handling in early 2021. UKI issued a final response to that complaint in May 2021. Mr R didn’t bring that complaint to our Service within the necessary timescales, so I don’t have the power to consider what happened prior to May 2021.

May 2021 to December 2023

Mr R complained to our Service about UKI’s claim decision and claim handling in May 2023. In December 2023 the Investigator considered what had happened from UKI’s May 2021 final response onwards. She recommended the complaint should be upheld, which led to UKI accepting the claim in full. But importantly, she considered the claim handling, including unnecessary delays, and recommended UKI pay Mr R £500 compensation.

Mr R and UKI accepted the Investigator’s recommendation, and UKI duly paid the £500 as agreed. I don’t find it would be appropriate to consider that subject matter again without the consent of both parties, and UKI doesn’t consent. And if I were to set the agreement aside, it would be necessary for me to consider the subject matter in its entirety, including the claim decision. This would be inappropriate given the claim has been settled in full.

The Investigator also recommended UKI consider Mr R's claim for loss of rent, and it was UKI's loss of rent payment in 2024 which led to this complaint. But the loss of rent Mr R is claiming for above the policy the limit stems from the complaint, not the policy itself. In other words, Mr R is seeking compensation rather than arguing UKI isn't paying him what the policy says it should. And the subject matter of that complaint – avoidable delays between May 2021 and December 2023 – has already been considered and a settlement reached.

December 2023 to January 2025

As per the Investigator's recommendation, UKI accepted the claim for damage to the conservatory and investigated damage to the foundations of the maisonette by attending the property in March 2024. I understand UKI planned to attend in mid-February 2024 but Mr R wasn't available. UKI accepted the claim in full in March 2024. I don't find UKI caused any material avoidable delays here.

From March 2024 UKI was attempting to gain Mr R's neighbours consent to remove vegetation and the neighbour wasn't contactable, so in September 2024 UKI agreed to consider an engineering solution. There was then consideration for the most effective engineering solution. A cash settlement was agreed in January 2025. While I recognise Mr R's frustration, I don't find UKI caused material avoidable delays during this period.

As I don't find UKI caused any material avoidable delays during this time period, it follows I'm not requiring UKI to pay him compensation. In any case, UKI has paid Mr R about £4,500 for two years of council tax and utility bills, to which he wasn't entitled. UKI has said it won't seek reimbursement of this mistaken payment, which means if UKI did cause any avoidable delays during this time period, Mr R has already received adequate compensation.

Overall conclusions

I have a great deal of sympathy for Mr R. This was a long running and complicated claim which has had a significant impact on him. I accept he will be most disappointed with this decision, and I'm sorry about that. While the Investigator attempted to seek an informal resolution; my determination is a formal matter and must consider procedural propriety. For the reasons I've set out above, I'm not requiring UKI to pay him further compensation.

My provisional decision

I don't uphold this complaint."

UKI accepted my provisional decision. Mr R remained of the opinion his complaint should be upheld. He said, in brief, he reasonably expected his financial losses, including his loss of rent, to be settled when the overall subsidence claim was settled. And he set out why he considers he didn't delay matters in 2024, but that UKI did.

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.

Having done so, I see no compelling reason to depart from what I set out in my provisional decision and I have nothing material to add. So while I recognise Mr R's disappointment and

the points he's made, my final decision is I don't uphold this complaint.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 7 December 2025.

James Langford
Ombudsman