

The complaint

Miss L complains about how U K Insurance Limited (UKI) handled a claim made under her buildings insurance policy.

Any references to UKI includes its agents.

What happened

In January 2025, Miss L says storm conditions damaged her the roof of her home. She made a claim to UKI. It arranged for the damage to be assessed and a schedule of works to be drawn up.

In April 2025, UKI instructed its contractors to begin the works. While roof tiles were removed and some replaced, the works weren't completed. UKI says works halted because it had concerns about pre-existing damage to the roof and its contractors had been refused access.

Miss L had concerns about the quality of the works carried out and said the contractors had removed the tiles from the roof and taken these away without permission but hadn't left the roof in a watertight state. Miss L says she contacted the contractors and asked them to carry out repairs, but nothing happened for several weeks, until UKI arranged for a further inspection of the roof to be carried out.

UKI said there were issues with the roof, concluding it was poorly installed in the first instance. UKI offered a cash settlement for the remaining internal and external repairs and said Miss L needed to arrange for a local contractor to finish to the works.

Miss L made a complaint to UKI, saying she was concerned with the quality of the work carried out by the contractors and considered they'd been negligent. Miss L said the repairs had caused more water to enter her home, specifically at the northern end of the roof which had been left exposed by the contractors, and there were significant delays in arranging repair works when she'd highlighted this. Miss L also said a consequence of water being able to enter the home was that the electricity wasn't working in some areas of the house because of a trip-switch where the fridge and freezer were. Finally, Miss L was also concerned about the quality of the materials used by the contractors, noting the slate tiles used to replace the damaged ones did not match those originally on the roof.

UKI responded to Miss L's complaint in June 2025. It didn't uphold her complaint, saying there were pre-installation issues with the roof, but it was satisfied with the quality of the repairs carried out by its contractor. It didn't make any changes to how it intended to settle her claim. Miss L referred her concerns to the Financial Ombudsman Service.

These were considered by one of our investigators who said overall, he considered it appropriate UKI offered a cash settlement. But that an independent contractor ought to be appointed to determine what of the storm related damage needed to be put right, and a cash offer made to Miss L based on current market rates. The investigator said UKI needed to pay Miss L £450 compensation for the distress and inconvenience experienced.

Neither side agreed, both saying that they didn't consider another inspection being carried out was the right answer. Miss L said she was concerned her home was still not watertight and thought the compensation ought to be increased. UKI disagreed the findings of its expert were contradictory as our investigator said. On this basis, the case was passed to me to decide.

I issued my first provisional decision on 10 September 2025. UKI responded, saying it considered it would be difficult to find another contractor to carry out any works and, if this was possible, UKI considered the roof had been left exposed because Miss L wasn't prepared to allow its contractors onsite. UKI also said it had considered the work previously carried out was to an acceptable standard.

Miss L said, given the amount of time that had passed, she'd arranged for a roofing contractor to repair her roof to what she says was a pre-storm condition. Miss L said she'd obtained quotes for the remaining outstanding repairs, based on UKI's initial scope of works. And she also said the relationship with UKI had broken down and the prospect of its contractors working on her home caused her significant stress and anxiety.

In my second provisional decision I said UKI needed to calculate what percentage of the roof slates were damaged by the storm or removed by its contractors (plus the usual allowance for wastage) and calculate the cost Miss L paid for the equivalent number of slates based on the invoices provided and refund this amount. It should contribute the same percentage towards the repair costs, plus interest.

For the internal works I said UKI should consider both quotes provided by Miss L. For the rooms and areas of damage that were due to be covered by the cash settlement UKI offered in June 2025, UKI should pay the highest figure on the two quotes Miss L provided.

For all other areas (apart from the roof repairs which are detailed in both quotes) UKI should consider the damage Miss L says has been caused. If it can be agreed damage was caused by either the storm conditions or because of the repairs carried out by UKI's contractors, UKI again should pay Miss L the highest amount on either of the two invoices. Where costs only appear on only one invoice, UKI should pay that amount.

And I said UKI should still pay £800 compensation.

UKI accepted my second provisional decision. Miss L said:

- It wasn't fair for my decision to say anything other than UKI needed to pay the full cost of the roof repairs. Miss L says this was supported by photographs showing stacks of undamaged slates removed from the roof and her assertion that over 300 slates and 50 ridge tiles were removed, when far less than this were reported to be damaged.
- My provisional decision didn't reference the invoices provided for all the reinstatement materials and didn't account for a fair cost towards things like scaffolding and labour.
- She agreed with the proposed approach towards awarding interest and compensation.

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 think it's helpful to set out here my key findings about UKI's handling of this claim:

- I didn't consider it was fair for UKI to rely on the poor workmanship clause to limit how it was intending to settle the claim.
- This was because its surveyor highlighted a number of issues with the roof, some of which I considered should have been obvious to UKI's contractors before they stripped the roof. I concluded if there was any possibility of a risk that any of the areas highlighted as potential poor workmanship could have prevented reinstatement, UKI's contractors should have identified this before stripping the roof.
- Even if I accepted there had been previous defects, I hadn't seen any evidence to persuade me these defects had caused any immediate problems before the storm conditions occurred.
- I considered Miss L's home lost watertightness because UKI's contractors removed the slates and left the property in an unfinished condition.

Having considered Miss L's further comments, I'm not inclined to reach a different conclusion to that outlined in my second provisional decision. I'll set out why below.

I appreciate Miss L is firm in her belief she needed to take steps to restore her roof. But I haven't seen any evidence to persuade me all the costs Miss L set out were incurred directly as a result of UKI's contractors removing the roof tiles because they were either damaged by storm conditions or removed for any other reason. For this reason, I'm not going to require the starting position to be that UKI should cover all costs. But as I've set out above, I'm persuaded UKI could have taken a different course of action in its early handling of the claim and is responsible for some of the costs incurred.

Miss L says it's not fair UKI is the company to calculate what percentage of slates were removed. She says this could be a conflict of interest. However, the same could potentially be said if I was to decide a contractor who worked for Miss L was to carry out the calculation. As the repairs have been completed it's not possible to appoint a third party to determine how many tiles were removed. Though I note Miss L has said she believed this to be around 300 slate and 50 ridge tiles, and she says she's provided photographs to support this, which can be supplied to UKI.

When calculating the number of slates removed, UKI can also rely on the findings of the surveyor and account from its contractors. So, on balance, I'm satisfied requiring UKI to complete the calculation remains a fair approach. But I'll highlight to both sides that the expectation is UKI for to base its calculation on all roof tiles removed by its contractor, regardless of the reason for the removal.

Miss L also noted the second provisional decision didn't specifically address the invoices for materials purchased to carry out the reinstatement works. I'll clarify that for any invoices relating to the reinstatement works, the same percentage calculation should be applied when calculating how much UKI should pay Miss L. But the scaffolding and labour costs were covered in the roofer's invoice provided by Miss L in response to my first provisional decision. And for the reasons I've given above (I haven't seen any evidence that persuaded me all the costs incurred were as a direct consequence of UKI's actions) I'm satisfied a proportionate contribution based on the percentage of tiles removed remains the fairest way to resolve this complaint.

Putting things right

To put things right UKI should:

- Calculate the percentage of the roof slates damaged by the storm *or* removed by its contractors. In addition to this calculation, UKI should include a standard amount for wastage. UKI should pay the same percentage towards the cost of all materials relating to the repairs.
- Based on the above calculation, pay the same percentage towards the roofers' invoice which included labour and scaffolding.
- Pay simple interest at 8% per annum from the date Miss L can show she made each payment until the date of settlement *.
- For the internal works, UKI should calculate and pay Miss L a cash sum toward repairing the internal damage already agreed as being caused by the water ingress. These are the areas that were set out by UKI in June 2025 when it offered a cash settlement, but should be calculated by using the highest figure from the two quotes provided by Miss L.
- Consider the other damage set out in the invoices provided by Miss L– if determined to be caused by the storm or UKI's contractors, UKI should pay the highest cost set out on either invoice. Where costs only appear on one invoice, UKI should pay that amount.
- Pay Miss L £800 compensation

* If U K Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from any interest paid, it should tell Miss L how much it's taken off. If requested, U K Insurance Limited should also provide Miss L with a certificate showing the amount deducted, so she can reclaim it from HM Revenue & Customs if appropriate.

U K Insurance Limited must pay the compensation within 28 days of the date on which we tell it Miss L accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the payment at 8% a year simple.

My final decision

My final decision is that I uphold Miss L's complaint and require U K Insurance Limited to do what I've set out above in the "Putting things right" section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 2 December 2025.

Emma Hawkins

Ombudsman