

## The complaint

Mr K is unhappy with the decision by U K Insurance Limited (UKI) following a claim for storm damage on his home insurance policy.

UKI is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. UKI has accepted that it is accountable for the actions of third parties instructed by it. In my decision, any reference to UKI includes the actions of any third party instructed by UKI during the course of Mr K's claim.

## What happened

Mr K contacted UKI around February 2022 to make a claim for storm damage to his conservatory and garden shed. The claim for the conservatory was accepted. Mr K sent repair quotes to UKI from two different contractors to rebuild the garden shed. The quotes were within the region of £80,000.

UKI arranged for third party company (S) to handle the management of Mr K's claim. S arranged for a site inspection of the garden shed in March 2023. During this visit it was recorded *'Upon completion of our site visit we are unable to validate the claim due to the amount of time that has passed since the event. The damage occurred in February 2022, this is over a year ago and insured advised the damage has gotten worse since then. The building is in poor condition and there is an element of wear and tear. We cannot discount that there could be damage related to an insurable peril however we were unable to confirm this upon completion of our site visit and insured was unable to provide us with any further evidence.'*

In July 2023, a further site inspection was arranged and attended by a surveyor (A) who said *'It is likely that the damage to the garage/store was a result of storm damage...'* S arranged for one of its contractors to scope the cost of repairs based on the findings of A's survey report. The scope of work said the repair cost would be £4,782.63 plus VAT.

Mr K was unhappy with the scope of work and asked for further clarification of the breakdown, and disputed some of items that had been included/ missed, saying the *'initial settlement figure and schedule of works included multiple errors (e.g., misidentifying PVC windows and metal doors as timber.'*

In December 2023 a second storm incident caused further damage to the garden shed. Mr K contacted UKI to report what had happened. In January 2024, UKI arranged for a different senior surveyor (D) to attend to inspect the garden shed and further damage.

D's findings concluded *'It is believed that storm over two occurrences in 2022 and 2023 had resulted in movement in the roof structure that had caused failure to the blockwork at the south and east elevations. A propping and partial blockwork rebuild is possible. However, in doing so, the render will require removal back to sound bonding which will likely lead to extensive works.... However, subsidence is evident to the north part of the building which should be addressed as a claim for subsidence before storm related remedial action is addressed as it is most likely that a demolition and rebuild is the most economical route.'*

Surveyor D's recommendations included:

1. Consider a case for subsidence.
2. Consider further site investigations for soils, trees and drains – or –
3. Analyse rebuild costs for cash settlement.

UKI arranged for site investigations to be completed. The result of these investigations concluded there was no evidence of subsidence damage. Following this, UKI informed Mr K that its final offer to cash settle the claim for the garden shed would be £4,782.63 plus VAT.

Mr K rejected these findings and complained about UKI's handling of his claim and settlement offered. Mr K said the garden shed damage was severe enough to justify a full rebuild as put forward by the two contractors he had obtained quotes from. UKI said the decision to cash settle Mr K's claim was fair and in line with the policy terms. Mr K didn't agree with UKI's decision and so referred his complaint to this Service. He also provided a rebuild quote from a third contractor also within the region of £80,000.

Our Investigator looked into things and said UKI's offer to put things right was fair and reasonable as it adequately reflected the scope of repairs identified by surveyor A in its report of July 2023. As Mr K didn't agree, the complaint has been passed to me to decide.

I issued a provisional decision on Mr K's complaint. This is what I said about what I'd decided and why.

### ***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 thank Mr K for taking the time to explain everything that has happened throughout the years when making his claim through his policy with UKI. I understand it has been a stressful time for Mr K. I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that's happened or been argued is set out above, I've read and considered everything that has been provided.*

### *Jurisdiction*

*The rules about complaining to the ombudsman set out when we can – and can't – look into complaints. In my decision, I've explained what this means for Mr K's complaints.*

*We operate under a set of rules laid down by Parliament under the Financial Services and Markets Act 2000, published by the Financial Conduct Authority and known as the DISP rules. These set out the extent of our powers, including the time limits that apply to our complaints.*

*DISP 2.8.2 says:*

*"The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service:*

- 1) more than six months after the date on which the respondent sent the complainant its final response...*

*unless:*

3) in the view of the Ombudsman, the failure to comply with the time limits in DISP 2.8.2... was as a result of exceptional circumstances; or...

5) the respondent has consented to the Ombudsman considering the complaint..."

UKI hasn't consented to our Service considering the merits of Mr K's complaints that it responded to on 21 July 2023, 13 October 2023, 26 February 2024, and 24 April 2024 and I need to determine whether these complaints were made to the Financial Ombudsman Service in time.

UKI's final response letters stated that Mr K had six months within which to refer his complaint to this Service if he remained dissatisfied. And it made clear that it wouldn't consent to this Service considering the complaint if it was made outside of the six month timeframe required. Mr K didn't contact us until January 2025 which is outside the six-month timeframe. So, according to the rule I've referred to above, he's made his complaint too late.

The only way I can set aside this time limit is if there were exceptional circumstances for Mr K not being able to refer the complaint to us. But the bar for exceptional circumstances is a high one – the example given in DISP is someone being incapacitated. Mr K hasn't given any reasons for the late referral of these complaints. I also note he was in communication with UKI during this time. So, I'm not persuaded exceptional circumstances apply here.

For the reasons explained, I don't think we can consider Mr K's complaints relating to the final response letters issued on 21 July 2023, 13 October 2023, 26 February 2024, and 24 April 2024. I understand that this decision may be disappointing for Mr K and I'm sorry that we can't help him with these complaints. I have continued to look at the complaint responded to on 30 September 2024 which was made to the Financial Ombudsman Service in time.

*Claim for storm damage*

This service has an established approach for considering storm damage. We'd likely say a business needs to do more if the answer to the following three questions is yes:

1. Were there storm conditions on or around the date of claim?
2. Is the damage consistent with storm damage?
3. Were the storm conditions the main cause of damage?

**If the answer to any is no, it's likely the business has acted fairly.**

**1. Were there storm conditions on or around the date of claim?**

There are two incidents of storm damage subject to this complaint. The first is February 2022, and the second December 2023.

UKI has agreed that storm conditions were present at the time of both incidents. This point isn't the crux of Mr K's complaint, so I'll consider the next question.

**Is the damage consistent with storm damage?**

The primary point of dispute, and UKI's reasons for limiting its offer to settle the claim, is whether the storm was the main cause of damage. I've focused my decision on this point.

**2. Were the storm conditions the main cause of damage?**

*The July 2023 survey was the first to identify 'that the damage to the garage/store was a result of storm damage.' The primary point of dispute in this complaint is whether it's fair and reasonable for UKI to settle Mr K's storm damage claim based on the findings of surveyor A in July 2023, or whether it should pay for the full rebuild costs of the garden shed.*

*Having considered the evidence from all parties, I'm minded to say a fair and reasonable outcome for this complaint is to direct UKI to pay for the 'rebuild costs for cash settlement' as proposed by the senior surveyor D, in the survey report produced in January 2024. I'll explain why.*

*UKI say a fair settlement should be based on the scope of work completed in July 2023. But this doesn't take into account the additional damage caused by the second storm incident of December 2023. After the July 2023 survey happened, I've seen that Mr K strongly disputed the scope of work prepared by UKI's appointed contractor. Mr K actively chased UKI for more information, and asked for UKI to explain its rationale for limiting the scope. I can't see that UKI actively managed either the claim or Mr K's concerns, as a lot of Mr K's contacts went unanswered and the issues about the scope remained unresolved.*

*In December 2023, damage to the garden shed was made worse following a further storm incident. I'm satisfied surveyor D acknowledged the damage noted in January 2024 was a direct result of 'two occurrences in 2022 and 2023' of storm incident.*

*The January 2024 report recommended any subsidence issues be investigated before the claim is considered further. But even after it was confirmed that there was no evidence of subsidence damage, UKI didn't revisit or consider any of D's findings or recommendations for the claim. Instead, it reiterated its cash settlement offer which was based only on the damage caused by the February 2022 storm incident. This amounts to poor claims handling.*

*The impact of this poor claim handling has meant that the claim for the garden shed has remained unresolved for several years. UKI ought to have done more to properly consider and implement D's recommendations. These were ignored. The focus instead was on Mr K accepting a cash offer he had already rejected, and provided reasons for doing so.*

*Given the time that has passed on the claim, there's little value in instructing another expert to provide an opinion on any incident related damage. I have to reach a decision based on the evidence available to determine what a fair and reasonable outcome should be. I'm persuaded UKI should follow D's recommendations for concluding the claim. I can see UKI did proceed with the first two recommendations from D's report regarding subsidence. It should do the same for the final recommendation for 'rebuild costs for cash settlement'.*

*I say this because this damage happened as a direct result of UKI's poor claim handling of the first storm incident claim. I'm persuaded if UKI had acted more promptly in responding to Mr D's concerns about the scope of work, and actively engaged with him to progress the claim after the site inspection of July 2023, there's a likelihood that the claim would've progressed to repairs, which might've prevented a further claim being made in January 2024.*

*I'm also minded to say UKI can't treat the two storm incidents as separate claims for the purposes of recording claims against Mr K's policy. I say this because Mr K might not have needed to contact UKI in December 2023 if UKI had dealt with Mr K's storm damage claim from February 2022 in a timely way. So, both incidents should be treated as one claim, with only one claim excess payable.*

*Given the breakdown in relationship between the parties, and amount of time the claim has been open and ongoing for, I'm also minded to say UKI can't insist on appointing its own contractor to scope for the costs for rebuild, and should instead settle the claim by cash. As Mr K has already provided UKI with several rebuild quotes, UKI should settle Mr K's claim based on one of these quotes.*

### **Contents claim**

*I note that during our investigation Mr K provided further information about his contents claim that remains in dispute. When dealing with a complaint about a claim that remains open and on-going at the time of being referred to this Service, we generally limit the scope of our decision making to issues which a business has had the opportunity to answer first.*

*I've seen that UKI has issued two final response letters to Mr K about his contents claim already. Should Mr K wish to escalate these concerns, this will be considered as a separate complaint in line with our rules.*

### **My provisional decision**

*My provisional decision is that I am minded to uphold this complaint, and direct U K Insurance Limited to:*

- 1. Settle Mr K's storm damage complaint using one of the repair quotes from Mr K's chosen contractors, in line with the remaining terms and conditions of the policy; and*
- 2. It should treat this as one claim meaning only one excess should be applied and only one claim should be recorded on any internal or external databases.*

### **The responses to my provisional decision**

I invited both Mr K and UKI to respond to my provisional decision. UKI didn't respond to my provisional decision. Mr K didn't respond to my provisional 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.

As neither party has provided any response or comments to my provisional decision, it remains unchanged.

### **Putting things right:**

U K Insurance Limited is directed to:

1. Settle Mr K's storm damage complaint using one of the repair quotes from Mr K's chosen contractors, in line with the remaining terms and conditions of the policy; and
2. It should treat this as one claim meaning only one excess should be applied and only one claim should be recorded on any internal or external databases.

### **My final decision**

For the reasons provided I uphold this complaint. U K Insurance Limited is directed to settle this complaint as detailed above in my directions for putting things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or

reject my decision before 9 January 2026.

Neeta Karelia  
**Ombudsman**