

## **The complaint**

Mr J and Mrs J complain that UK Insurance Limited have delayed in starting the repair work on their home following a fire.

## **What happened**

Mr J and Mrs J made a claim on their buildings insurance in March 2024 following a fire. They were placed in alternative accommodation.

There were several joined properties affected by the fire, and UKI set about trying to establish which portion of the costs each party would be liable for, which delayed progress with the claim.

In November 2024 Mr J and Mrs J complained about the delay in work starting and UKI responded that they couldn't proceed with the roof repairs unless all parties that have a requirement to contribute agreed to it, and that the other parties were delaying. They offered £200 compensation for the delays up until that point.

Mr J and Mrs J brought their complaint to us, and one of our investigators looked into it. He thought UKI should pay a further £150 compensation, bringing it up to £350.

UKI agreed this and Mr J and Mrs J raised further points in response, but our investigator didn't increase the compensation.

Mr J and Mrs J were unhappy with this and so the case has come to me to review.

## **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'm upholding this complaint along the same lines as the investigator.

It's important first to outline what I am able to look at. The claim was made in March 2024 and the complaint response from UKI is dated 11 December 2024, so I'm only able to consider what has happened up until that date. So, I'm not able to consider any issues that Mr J and Mrs J have subsequently raised concerning the settlement amount, alternative accommodation and repairs. I understand that a separate complaint has been made about these issues.

In terms of the delays up until December 2024, there are two distinct periods of delay. I can see that UKI instructed solicitors in May 2024 to advise them on their liability. The solicitors preliminary advice was that the costs should be split equally, and so UKI's liability would be 2/7ths of the cost of the roof repairs. However, there followed quite a lot of correspondence between parties about this, there were legal documents and deeds to review, and discussions with other parties solicitors.

This 2/7ths legal position was maintained by the solicitors whilst discussions were ongoing, but on 18 September 2024, they revised their view and the advice changed. They advised that UKI were liable for the full cost of the dormer, and 58% of the costs of the roof, with the remaining part being split between two other parties. Further, one of the other parties didn't have any insurance, and so UKI would also need to also cover this portion with a small contribution from the one remaining party.

Establishing proportionate liability can be quite a complex process, and while I appreciate Mr J and Mrs J will have found this frustrating, I can't say that it caused an unjustified delay as it is important to all parties to clarify the exact position regarding liability before repairs start.

The second period of delay followed this and isn't a justifiable delay. Once the position was established, I would have expected UKI as the main insurer to get on with starting the process of repairs - but they didn't. This appears to be because there was confusion about whether all parties still needed to agree, complicated by the fact that one of the properties was owned by a company that was in liquidation so agreement was going to be very difficult.

At this point, UKI could and should have reconsidered how best to settle the claim, and cash settled to enable Mr J and Mrs J to get on with repairs themselves. They did cash settle in the end but not until August 2025.

UKI were in possession of enough information from the relevant parties by 6 November and so there should have been progress by 11 December when the complaint response was issued. While this period of delay is relatively short, it would have compounded the time that this claim had already taken with trying to get clarity on the legal advice, and so I can understand why Mr J and Mrs J found it so frustrating that having finally got the legal advice, matters did not seem to be moving for no apparent reason. I've also reviewed the contact notes and can see that Mr J and Mrs J were having to make contact to get updates and were clearly finding this upsetting.

And so, I'm not satisfied that the £200 awarded was sufficient to recognise the distress, and I agree with the investigator that £350 in total is a more appropriate award to recognise significant short-term impact.

### **Putting things right**

To put things right I think UKI should:

- Pay Mr J and Mrs J a further £150 for distress and inconvenience bringing their total award to £350

### **My final decision**

My final decision is that I am upholding Mr J and Mrs J's complaint about UKI Insurance Limited and directing them to put things right as outlined above

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Mrs J to accept or reject my decision before 11 February 2026.

Joanne Ward  
**Ombudsman**