

## **The complaint**

Mrs G and Mr T complain about First Central Underwriting Limited (“FCUL”) and the way they handled the claim they made on their home insurance policy.

Mrs G has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, by either Mrs G or Mr T as “Mrs G” throughout the decision where appropriate.

## **What happened**

The claim and complaint circumstances are well known to both parties. So, I don’t intend to list them chronologically in detail. But to summarise, Mrs G and Mr T held a home insurance policy, underwritten by FCUL, when their property was damaged due to escape of water. So, they contacted FCUL to make a claim.

FCUL appointed their approved repairers, who I’ll refer to as “N” to repair the damage to Mrs G’s home. And N acted as an agent of FCUL when doing so, meaning FCUL are ultimately responsible for the actions and decisions N took.

In June 2025, it was identified that Mrs G’s service cable and service head needed immediate repair. And she was advised to contact her electrical network provider, who I’ll refer to as “D” to arrange, as the damage wasn’t incident related.

D agreed to attend Mrs G’s property on 11 July 2025. But FCUL explained they would continue to fit Mrs G’s kitchen, which sat in front of the service lead and cable location, to avoid claim delays. Ultimately, D attended on 11 July and couldn’t complete the repairs as the kitchen had been fitted, impeding access to the service cable and service head.

Mrs G was unhappy about this, and the delay this caused her in being able to return to her property. So, she raised a complaint about these alongside other snagging issues which I note have since been rectified.

FCUL responded to Mrs G’s complaint and upheld it in part. In summary, they felt N had taken reasonable steps to progress the claim. But they acknowledged Mrs G and Mr T had been frustrated and inconvenienced by the service received towards the end of the claim process and apologised for any impact this created. Mrs G remained unhappy with this response, so she referred her complaint to us.

Our investigator looked into the complaint and upheld it. Both parties have had sight of this outcome, so I won’t be recounting it in detail. But to summarise, they set out why they thought Mrs G and Mr T ought to have been able to return to the property despite D’s inability to repair the service cable and head. So, they didn’t agree compensation should be paid for this issue. But they did note FCUL accepted Mrs G and Mr T had been inconvenienced at the end of the claim, considering snagging issues, and they recommended a £150 compensatory payment be made.

FCUL accepted this recommendation. But Mrs G didn't, setting out significant reasoning explaining why. These included, and are not limited to, relying on the second EICR report she obtained was unreasonable, as the electrician who completed this was unable to view the service cable and service head due to the access issues caused by the kitchen being fitted. She maintained there was significant danger posed by the service lead and head, and that FCUL's decision, through N, to fit the kitchen delayed in repairs to these being completed which in turn prevented her from returning to the property. So, she wanted to be compensated for the impact this had and reimbursed for the EICR report she obtained. As Mrs G didn't agree, the complaint was passed to me for a decision.

I issued my provisional decision on 13 January 2026, where I explained my intention to uphold the complaint for differing reasons to that of our investigator. And what I intended to direct FCUL was also amended. Within that 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. Having done so, it's my intention to uphold the complaint for differing reasons to our investigator. And what I intend to direct FCUL to do also differs. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.*

*Before I explain why I've reached my intended decision, I want to set out what I've considered, and how. I note Mrs G and Mr T also had concerns about snagging issues. But from what I've seen, these issues were resolved by N, on behalf of FCUL. So, I won't be commenting on these further. Instead, my decision focuses on the crux of the matter I'm satisfied does remain in dispute, which centres around whether FCUL were fair to fully install the kitchen, considering their awareness of the need for D to repair the service lead and head.*

*And when doing so, I want to be clear any award or direction I put forward is intended to address the impact caused to Mrs G and Mr T only, caused by any failures FCUL are responsible for. It is not intended as a mechanism to punish FCUL, as this isn't something our service has the powers to do. So, it will not be considering Mrs G's opinion that the original offer recommended by our investigator wasn't enough to change how FCUL handles similar claims in the future.*

*I've carefully reviewed all the information provided to me, which includes the testimony and opinions of both parties. And I'm satisfied it's not in dispute that the service lead and head required repairs that could only be carried out by D.*

*Specifically, in the EICR report obtained by FCUL in June 2025, I'm satisfied it's made reasonably clear that the service lead issue was categorised as a "C1" issue, with the service head being categorised as "C2". And within the report, these categorisations were defined as follows:*

*"7. For items classified in Section K as C1 ("danger present") the safety of those using the installation is at risk, and it is recommended that a skilled person or persons competent in electrical installation work undertakes the necessary remedial work immediately" and*

*"8. For items classified in Section K as C2 ("potentially dangerous") the safety of those using the installation may be at risk and it is recommended that a skilled person or persons competent in electrical installation work undertakes the remedial work as a matter of urgency".*

*Based on the above, I'm satisfied that this EICR report made it reasonably clear that until repair work to the service lead and head was completed, any user would likely be left at risk. So, until this repair was completed, I'm satisfied it was unreasonable to deem Mrs G's property to be habitable or expect her and Mr T to be able to return to the property.*

*While I note our investigator spoke to the EICR report Mrs G obtained herself in July 2025, which deemed the electrics "Satisfactory" I must also note that in the agreed limitations of the inspection, it explained that there was no inspection of the concealed cables. And that further within the report, it was listed that both the service lead and head weren't inspected. This report also explains that an unsatisfactory assessment would be where "C1" or "C2" issues were listed. And at this point, D hadn't completed the repairs to the service head or service lead. So, this EICR report hasn't impacted my intended decision.*

*So, in this situation, D were scheduled to undertake the repair on 11 July 2025. I'm satisfied N, and so FCUL, were aware of this. And I'm also satisfied N were reasonably aware of the issue fitting the kitchen may present to the access required to complete these repairs, as this was discussed with Mrs G prior to D's attendance.*

*Despite this, N's recommendation was to continue with the kitchen fitting, to prevent any delays to the claim being concluded. While I understand N had a duty to mitigate delays where appropriate and I note N feels the kitchen was fitted in a way that would allow access, it's clear D didn't agree. And it's not disputed D were unable to repair the service lead and head on 11 July, due to the fitting of the kitchen.*

*Ultimately, N were required to reattend Mrs G's property to make access to the service head and lead in August, which allowed D to complete the repairs on 6 August. And I'm satisfied it's reasonable for me to assume that had N waited to fit the kitchen until D had attended to repair the service lead, or at the very least leave the area around the service lead and head free for reasonable access, Mrs G and Mr T wouldn't have then needed to wait almost a month later for D to reattend.*

*So, while I don't doubt N were attempting to act in good faith, I'm satisfied the actions they took ultimately led to an unreasonable and unnecessary delay in Mrs G's property being repaired to the extent that it was safe for her and Mr T to return. Because of this, I'm satisfied FCUL acted unfairly here, and I've then turned to what I intend to direct them to do to put things right.*

#### *Putting things right*

*When deciding what I intend to direct FCUL to do to put things right, any award or direction I make is intended to place Mrs G and Mr T back in the position they would have been in, had FCUL acted fairly in the first place.*

*In this situation, had N, and so FCUL, ensured appropriate access was available to D for and the attendance on 11 July, I'm satisfied the repairs to the service lead and head would have been completed the same day, considering this is what happened when D attended on 6 August, following N taking steps to provide access ahead of that appointment.*

*So, I'm satisfied that had FCUL acted fairly, Mrs G and Mr T's property would have been habitable for them on 11 July. I recognise there were some outstanding snagging issues after this date, but none that have satisfied me this wouldn't have been the case.*

*So, had FCUL acted fairly, Mrs G and Mr T could have returned to their property the following day, 12 July. And they were prevented from doing so until 6 August, the day D re-attended to complete the service lead and head repairs.*

*During this time, Mrs G and Mr T remained living with family and friends, in the circumstances they had been in previously. And I note that FCUL offered to pay Mrs G and Mr T a disturbance payment of £25 per day for the time they were living in these circumstances, up to 11 July. I must be clear this daily rate is a fair one, that falls in line with standard industry approach and what our service would expect.*

*So, to recognise the additional time Mrs G and Mr T were forced to remain in these circumstances, I intend to direct FCUL to pay Mrs G and Mr T a further disturbance payment of £675, which is calculated from 12 July to, and including, 6 August 2025.*

*Further to this, had D been able to complete the repairs on 11 July, I'm satisfied Mrs G and Mr T wouldn't have felt the need to obtain their own independent EICR report, to query the safety of the property and whether they should return. So, I intend to direct FCUL to reimburse the amount Mrs G and Mr T paid for this report, subject to satisfactory evidence of payment being provided to FCUL. And, that 8% simple interest should be applied to this refund from the date the EICR report was paid for, to the date of payment, to recognise the time Mrs G and Mr T were without access to these funds unfairly.*

*Finally, in addition to the above, I'm satisfied Mrs G and Mr T have needed to engage with both N and FCUL extensively to present their complaint and their concerns about the condition of their property when they were led to believe it was habitable and ready for their return. And I don't doubt the frustration and inconvenience this would cause.*

*Further to this, I note N reassured Mrs G and Mr T the fitting of the kitchen wouldn't impact the attendance of D, and the ability for D to repair the service lead and head issues. And ultimately, this advice turned out to be incorrect, which I recognise would have left Mrs G and Mr T feeling misled, and impact their ability to trust N moving forwards, which I'm satisfied would have been worrying and concerning for them.*

*To consider the above, I intend to direct FCUL to pay Mrs G and Mr T an additional compensatory payment of £250. I'm satisfied this recognises the impact I've spoken to, while also taking into consideration the length of time between D's first and second attendance, which when considered against the claim duration overall was relatively small."*

## **Responses**

FCUL responded to my provisional and accepted it. While Mrs G and Mr T had further comments to provide. In summary, Mrs G and Mr T didn't agree with my statement that FCUL were acting in good faith when looking to install the kitchen to prevent further delays. They explained that on 11 July, the date of D's first failed attendance, an agent of FCUL was on site and suggested they may be able to continue without addressing the service lead and head. And they maintained their belief FCUL and their contractors were reasonably aware that fitting the kitchen first would impact access to the service lead and head and because of this, purposefully mis-led them when reassuring them this wouldn't be the case before D's first attendance. So, they wanted this to be recognised and reflected within my final 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.

Having done so, I see no reason to change my initial conclusions. So, I'm upholding Mrs G and Mr T's complaint about FCUL as I'm satisfied the actions they took unreasonably and unnecessarily delayed the repair of Mrs G and Mr T's property, for all the reasons set out within my provisional decision that I won't be reiterating again.

I note Mrs G and Mr T disagree with my initial opinion that FCUL acted in good faith when arranging for their kitchen to be fitted, to prevent any further delays. And I want to reassure them I've considered the points they have put forward in response to my provisional decision.

I note they refer to a conversation held with an agent of FCUL at the property on the date D were unable to complete the repairs. While I don't dispute Mrs G and Mr T's recollection of this conversation, I've seen no evidence to show exactly what was said, and in what context, as I wasn't there at the time. So, this isn't something that's impacted my overall decision.

I also recognise Mrs G and Mr T maintain their belief that FCUL knowingly, and purposefully, fitted the kitchen with an understanding that this would prevent D from completing the repairs to the service lead and head. But from all the evidence I've reviewed, I've not been persuaded this is the case.

While I recognise fitting the kitchen was an error, which my provisional decision already speaks to, I'm not persuaded FCUL did this with an intention to create an issue with the service lead and head repair. Instead, I'm satisfied they were aware this work was required and they fitted the kitchen under the belief access would still be available. It transpired this wasn't the case, but I don't agree with Mrs G and Mr T that this shows FCUL to have acted purposefully with an intent, or at least a knowledge, of the harm this may cause.

So, my decision remains that's while I am persuaded FCUL took the decisions they did to try and mitigate delays in the claim process, I am satisfied their actions had the opposite effect and this led to errors that created delays which had an impact on Mrs G and Mr T, which they should acknowledge and address.

### **Putting things right**

My provisional set out what I intended to direct FCUL to do to put things right. As my decision remains unchanged, so do these directions. And I will outline them again below.

### **My final decision**

For the reasons outlined above, I uphold Mrs G and Mr T's complaint about First Central Underwriting Limited, and I intend to direct them to take the following action:

- Pay Mrs G and Mr T an additional disturbance payment of £675;
- Reimburse the cost of Mrs G and Mr T's independent EICR report subject to satisfactory payment evidence being provided plus 8% simple interest from the date this report was paid for to the date of payment; and
- Pay Mrs G and Mr T an additional compensatory amount of £250.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr T to accept or reject my decision before 27 February 2026.

Josh Haskey  
**Ombudsman**