

complaint

Ms C and Mr M have complained about U K Insurance Limited (UKI). They feel it handled their home insurance claim badly.

background

There was a fire and UKI took on repairs. It moved Ms C and Mr M into a hotel and said repairs would last around three weeks. They were in the hotel for three to four months, and had to move at least twice due to rooms not being booked. When they moved back home (March 2014) they found problems with the repairs, some quite significant. UKI looked into the problems and in March 2015 Ms C and Mr M had to move out again. Again into a hotel but this time really only for three weeks.

However, debates over the standard of repairs continued. UKI had paid various amounts to Ms C and Mr M by now as compensation for distress and inconvenience caused (totalling £1,000). But Ms C and Mr M remained unhappy and complained to this service.

Our adjudicator noted that Ms C and Mr M still had concerns over the standard of repairs. He said a joint, independent expert should be appointed to assess what had been done and provide comment on anything in need of re-doing. UKI, as well as Ms C and Mr M, agreed that this was a fair resolution for this part of the complaint.

Our adjudicator also commented on the compensation UKI had offered. He felt £1,000 was fair and reasonable. Ms C and Mr M didn't agree. I then assessed the complaint and told UKI that I felt further compensation was due. UKI acknowledged my view.

my findings

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

joint, independent expert

Both parties have agreed to this appointment so I've little to say about it. Where both parties have entirely differing views about repairs this service often requires the appointment of a joint, independent expert to assess situation. The expert's findings are binding on both parties. I think this has been a long and difficult claim for Ms C and Mr M and that clearly some sub-standard repairs have been done. In the circumstances I think the appointment of a joint, independent expert to resolve the final repair issues is fair and reasonable.

compensation

Having a claim usually always involves an amount of distress and inconvenience. An insurer doesn't have to compensate for that. But when an insurer gets things wrong and that failure causes distress and inconvenience, I award compensation.

Where faulty repairs occur and work has to be re-done, this can cause severe distress and inconvenience. Essentially, all of the 'claim upset' is experienced again but this time as a result of the insurer's failure to properly repair.

Here I can see that the initial repair period was much longer than it should have been (three to four months instead of three weeks). There was then a period of around a year where the sub-standard repair arguments persisted. Ms C and Mr M then had to move out of their home for a second time, with all of the hassle that involved. And I'm also mindful of the distress and inconvenience caused by being in the hotel for the extended initial repair period and the problems with bookings during that time.

It's clear to me that this all had a severe impact on Ms C and Mr M and their life during this period. So I'm satisfied that compensation of £2,000 is fair and reasonable.

my final decision

I uphold this complaint. I require U K Insurance Limited to:

- Provide a list of three experts to Ms C and Mr M to choose one from.
- On a joint, independent and binding basis (but paid for by it) appoint that expert to assess the standard of work at the property and determine any remedial work necessary.
- Carry out any necessary remedial work found by the expert.
- Pay Ms C and Mr M £2,000 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C and Mr M to accept or reject my decision before 11 April 2016.

Fiona Robinson
ombudsman