

complaint

Ms R has complained about the way her claim under her buildings insurance policy has been handled by U K Insurance Limited (UKI).

background

Ms R made a claim for subsidence in 2009. UKI appointed a loss adjuster who liaised with various authorities regarding removal of the trees which were thought to be causing the problem. There were also difficulties in getting Ms R's neighbours to agree to the works which affected the party wall between them and Ms R's property.

Eventually since consent wasn't given to cut down the trees, Ms R's property had to be underpinned. Works started in 2012.

UKI arranged for Ms R to stay in a flat nearby while some of the repair works were carried out. When Ms R returned home in early October 2012 she says she had to sleep on the floor for several nights because her furniture hadn't been taken out of storage. Then Ms R spent several months abroad. She says she did this because it would have been bad for her health to stay in her flat in the condition it was in.

She returned to the UK in July 2013 but didn't have the use of a bath or shower or any hot water in her bathroom for several months. UKI paid her an allowance of £10 a day for the inconvenience of that.

Ms R was very unhappy with the standard of the repairs.

During the course of her claim Ms R has brought several complaints to UKI. UKI upheld some of the complaints and paid her compensation.

In October 2014 Ms R complained again to UKI about several issues. UKI didn't agree that its loss adjuster had failed to communicate with Ms R properly. It agreed that progress of her claims had been slow at times and apologised for that. It didn't agree to meet Ms R's flight costs for travelling back to the UK for meetings. Ms R had complained about the allowance UKI had paid to compensate for the fact that she didn't have proper facilities in her flat. It said it had reviewed this on a previous complaint and believed the amount paid was fair. It apologised for the fact that Ms R's property had been left in an untidy condition while it was being decorated.

Since Ms R wasn't happy with that response, she complained to this service. Our adjudicator explained that he could only look into the complaints raised by Ms R in October 2014. He didn't uphold her complaint.

As Ms R didn't agree, the matter has been referred to me.

my findings

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

I can see that overall Ms R's claim could have been handled better by UKI, its loss adjuster and contractors. As a result Ms R suffered a great deal of trouble and upset which could

have been avoided. But I can't look at matters which UKI has dealt with in its earlier final response letters to Ms R which were issued more than six months before Ms R complained to us unless UKI agrees or there are exceptional circumstances. Because neither of those apply here, in this decision I'm only looking at the matters which Ms R mentioned in her complaint to UKI in October 2014. I'll deal with these in turn below.

poor communication

Ms R previously complained about this to UKI in respect of the period up to April 2013. UKI dealt with her complaint and compensated her for this.

Ms R says that from April to June 2013 there was hardly any communication from UKI's loss adjuster. Having reviewed the business file I can see that there was a lot of communication to and from the loss adjuster during this period. I don't think that UKI's loss adjuster treated Ms R unreasonably in the way it communicated with her during this period.

delays

Ms R has complained that in particular there was a period in 2014 when there appears to have been a two months' delay because the builders were waiting for confirmation from the loss adjuster that they could start work. UKI agreed that claims progress at times had been slow and it apologised for the inconvenience this had caused Ms R.

According to the file, repairs were carried out from mid-2013 onwards and by August 2014 the parties were discussing Ms R's snagging list. It's clear there was a significant amount of work done during this time. But I can see from UKI's file that start dates for the works were cancelled on two occasions. This was partly because the loss adjuster was still sorting out party wall issues with Ms R's neighbour. I don't think that any significant delays during this period were the fault of UKI, its loss adjuster or contractor.

flight costs

Ms R says that she's arranged to fly back to the UK for a meeting with the loss adjuster. The loss adjuster gave her one week's notice that the meeting had been cancelled but unfortunately Ms R wasn't able to change her travel arrangements. UKI didn't agree to reimburse Ms R for her flight costs.

I don't think this was unreasonable of UKI since there's no independent evidence that Ms R had to be abroad at this time solely because of the problems with her claim and in any event ordinarily one week's notice would be sufficient to make other arrangements. It also appears from UKI's file that Ms R travelled frequently to and from the UK during the course of the claim.

Ms R says that she went abroad because her health would have suffered if she'd stayed in the flat at that time. I haven't seen any medical evidence to support that. I appreciate that Ms R would have suffered a lot of inconvenience if she'd stayed in her flat during this time but the allowance mentioned below is intended to compensate her for that.

allowance for inconvenience

This was paid at a rate of £10 per day. I usually consider this to be a fair rate for this sort of inconvenience. It's in line with what most insurers pay. But because this was dealt with as

part of an earlier complaint that wasn't referred to us within six months of UKI's final response on this aspect, as mentioned earlier, under the rules of our service I'm unable to look at this aspect of Ms R's complaint now.

untidy condition of flat

I can see that Ms R's flat was untidy while it was being decorated. UKI say the works were being done over a nine day period and items were moved out of the way as rooms were prepared for decoration. Although this would have been annoying for Ms R at the time, unfortunately it's not unusual to have this sort of disruption when decorating works are being done. UKI has apologised for this. I don't think it was unreasonable of UKI not to compensate Ms R for this because a certain amount of disruption is inevitable.

my final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 4 January 2016.

Elizabeth Grant
ombudsman