

The complaint

Mr A has complained about the repairs carried out by U K Insurance Limited during a claim he made on his home insurance policy for damage caused by subsidence.

What happened

The circumstances of this complaint aren't in dispute, so I'll summarise the main points:

- Mr A got in touch with UKI in 2017 about crack damage to his home. UKI accepted a claim for subsidence and appointed loss adjusters to handle it. They arranged for nearby vegetation to be removed and for repair work to be completed in 2019.
- Around a year later, Mr A reported the return of the cracking. By late 2021, the loss adjuster had agreed to carry out further repairs. After Mr A complained about the time it had taken to progress matters, UKI responded in December 2021. It accepted there had been shortcomings in the service and paid Mr A compensation.
- Repairs were largely completed by the end of 2022, with the snagging issues completed in summer 2023.
- Mr A complained about some of the repairs. He said UKI's builders had damaged his alarm but not paid for it, his patio should have been repaired but it wasn't, and the repair to the front step was unsatisfactory.
- UKI said it didn't think its builders were responsible for the alarm problem, but it offered to pay 50% of the cost. It completed further repairs to the step. And it said the patio damage wasn't covered because it hadn't been caused by subsidence.
- Mr A referred his complaint about the repairs to this Service in June 2023.
- Our investigator thought UKI had acted fairly in relation to the paving and the alarm. But he thought it had taken UKI too long to resolve the step problem and it should pay £100 compensation as a result.
- UKI agreed with this. Mr A didn't and made a number of points. After further correspondence, UKI agreed to an additional £175 compensation, making £275 in total. It also agreed to cover the full alarm cost. It paid both of these amounts.
- Mr A said this resolved the alarm complaint point, but not the others. So the complaint has been passed to me to make a final decision about it.

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.

- Whilst it's clear the claim was outstanding for a long time, and I can appreciate why that would have been an inconvenient and distressing experience for Mr A, I can only consider the three specific repair issues in this final decision.
- Mr A is entitled to raise complaints about other matters with UKI and this Service may be able to consider them if he would like us to. However, we won't be able to consider any matters for which he's already received UKI's complaint response, and not referred to us in time, unless there are exceptional circumstances.
- For example, that means we can't consider Mr A's complaint about delays responding to the return of the cracking, which UKI responded to in 2021.

Alarm

- This point has been resolved during the complaint investigation as UKI has paid the cost of the new alarm in full, plus £75 compensation for the delay in doing so.

Patio

- The policy covers damage caused by subsidence. UKI hasn't agreed to carry out patio repairs because it says the patio wasn't damaged by subsidence. I'm satisfied by its professional opinion on this point and I haven't seen anything to challenge it.
- Mr A says even if the patio wasn't damaged by subsidence, UKI hasn't treated him fairly because it promised to carry out this work as part of the claim – and then later refused to do so.
- I agree in principle that *if* UKI had agreed to do this work and then later changed its position, that *may* justify some compensation, depending on the circumstances. However, I haven't seen any evidence to show that's what happened. As a result, I'm not satisfied it would be fair for me to require UKI to take further action on this point.

Step

- I understand the step has been satisfactorily repaired. UKI accepts it took too long to do this and has paid £200 compensation as a result.
- Mr A doesn't think this amount is enough to reflect the distress and inconvenience caused and has made reference to medical conditions and financial impact.
- Looking at the impact of the step repairs alone, I can see why it would have been frustrating for Mr A for the repairs to fail and have to chase to have the repairs carried out to a satisfactory standard.
- I haven't seen any evidence to suggest there was a medical or financial impact on him as a result of the step repair alone. In these circumstances, I'm satisfied the £200 UKI has paid is reasonable compensation.

My final decision

I uphold this complaint.

I require U K Insurance Limited to pay a total of £275 compensation and £671.20 for the alarm. If it's made these payments already, it need pay no more in relation to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 27 May 2024.

James Neville
Ombudsman