

## The complaint

Mr C is unhappy with how UK Insurance Limited (UKI) settled a claim he made on his home insurance policy. Any reference to UKI in this final decision includes its respective agents unless specified otherwise.

## What happened

The background of this complaint is known in detail to the parties involved, so I'll summarise what I've found to be the key points.

- Mr C made a successful claim on his UKI home insurance policy for damage caused to doors at his property. A replacement double glazed unit was required as part of this repair. UKI's contractors carried out the works.
- Mr C later discovered the replacement unit only carried a five-year warranty, but the original double glazing that had been damaged had a warranty extending to 2030 (seven years). Mr C said UKI told him it would replace items on a *like for like* basis and not to any lower standard than what he originally had. He therefore asked UKI to extend the warranty of the new unit to match the length of the one he had pre-loss.
- UKI said the replacement unit was of the same standard – if not better due to regulation changes. It said the warranty on this couldn't be extended as it was a standard guarantee its contractors offered on all their products. And that the loss of warranty wasn't covered under Mr C's policy.
- Mr C complained to UKI. He said replacing the unit to the same standard as the original should include the warranty. Not doing so made Mr C believe the replacement unit was of a lower standard. He said if UKI's contractors couldn't extend this, it should replace the unit again using a contractor that could.
- UKI maintained its position, so Mr C brought a complaint to this Service. Our Investigator didn't uphold it. He said UKI had treated Mr C fairly and didn't need to do anything further. Mr C disagreed and the case was passed to me to decide.

## 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've decided not to uphold this complaint and I'll explain why.

- When settling a claim under the policy UKI is entitled to "*repair or rebuild the damaged part using our own suppliers*".
- In this case, UKI's contractors carried out repairs to the damage caused at Mr C's property. Part of that process involved replacing a double-glazed unit. I'd expect this item to be the same, or as close as is possible to the item that was damaged.
- UKI say the replacement double glazed unit is of at least the same standard and

specification as the original unit and its provided comments from its contractor which support this. So, on balance of what I've seen, I'm persuaded it settled the claim fairly and in line with the policy terms and conditions.

- Mr C thinks that UKI should extend the warranty of the replacement unit if it's of the same quality as the original. UKI says Mr C's policy covers damage to his buildings – not his warranty. And as set out above I'm satisfied UKI has fairly rectified the damage to his building under the claim.
- Other than Mr C's opinion on the matter, I've not seen further evidence to persuade me that the standard, or quality of the replacement unit has been (or will be) impacted by the warranty that's been offered in this case by UKI. So, I won't be directing UKI to do anything further in relation to this.
- As has already been explained to Mr C, it's a general fair and reasonable principle that any repair carried out should be effective and lasting. This means it should properly resolve the damage and for a reasonable period of time.
- With that in mind, Mr C is welcome to speak with UKI should any future issues arise with the area of double glazing it repaired. UKI should bear in mind its policy guarantees its work and the wider fair and reasonable principle of carrying out an effective and lasting repair. Depending on the circumstances, UKI should at that point consider whether there's more for it to do.
- As it stands there's nothing to suggest this principle hasn't been met based on the current available evidence and so I don't think there's any more for UKI to do.

### **My final decision**

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 20 October 2023.

Rosie Osuji  
**Ombudsman**