

The complaint

Miss S has complained about her home insurer Ecclesiastical Insurance Office Plc in respect of how it handled her claim made when she found water damage at her home.

What happened

Miss S found water damage at her home. Work was due to start in September 2021 and was meant to take about a week. But by December 2021 it hadn't completed, Ecclesiastical agreed to appoint a new contractor and the work was scheduled for May 2022.

On 29 April 2022, Ecclesiastical wrote to Miss S. It acknowledged a number of failings. It said it accepted that she had been caused distress and inconvenience as a result. It offered her £1,500 compensation. In reply to Miss S's concern that the poor work had stopped her from working, Ecclesiastical said there was no proof of this, and it noted that Miss S had told it, when she found the water damage, that her ill health had already stopped her working.

Miss S complained to us. She said she was not happy with Ecclesiastical's reply. That the compensation offered did not reflect the impact on her of its failings.

Our Investigator felt that Ecclesiastical had failed Miss S. And that this had likely exacerbated her existing poor health. She said it should pay Miss S a total of £2,000 compensation (£500 in addition to the £1,500 offered).

Ecclesiastical said it accepted the findings. Miss S did not reply.

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.

I can see that this was a difficult time for Miss S. I see that she had a lot to cope with and she should not have had to manage the repairs on top of that. I note communication from Ecclesiastical's representative's was poor at times too, which can only have exacerbated Miss S's frustration.

Clearly the work took longer than it should have done. I know that Miss S was left to sleep in her flat in uncomfortable conditions for a time, and that when alternative accommodation was arranged, that was still not ideal. Miss S had to leave her cat at home, for example, and because the work didn't keep to plan, not only was Miss S away for longer than expected, but the accommodation kept having to be extended at short notice.

After seven months, when Ecclesiastical wrote its final response letter to Miss S in April 2022, Miss S's home was still not restored. And that is despite the initial repair programme, in September 2021, being billed to last just seven days. When work is done it is not unusual for it to go over time a little – but I don't think anyone would expect that much upheaval over such an extended period. I don't doubt that this had a dramatic effect on Miss S. I think she suffered a substantial amount of distress and inconvenience due to

Ecclesiastical's failings. I'm also satisfied that this likely had an impact on her health too. I'm satisfied that total compensation of £2,000 is fairly and reasonably due.

I also understand that Miss S feels this poorly handled claim, and the effect it had on her health, impacted her ability to work. But I'm not persuaded that there is sufficient evidence for me to reasonably be able to conclude that is most likely the case. Miss S has clearly been suffering with her health for some time. I know she believes that, but for the poor work, she'd have been able to recover and get back to work. But I've no way to know that is most likely what would have happened. So I can't make any award to Miss S in respect of the earnings she believes she lost out on.

Putting things right

I require Ecclesiastical to pay Miss S a total of £2,000 compensation. If £1,500 has been paid already, then only the remaining £500 will need to be paid.

My final decision

I uphold this complaint. I require Ecclesiastical Insurance Office Plc to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 19 December 2022.

Fiona Robinson
Ombudsman