

The complaint

Mrs S and Mr W have complained about how Chaucer Insurance Company Designated Activity Company (Chaucer) dealt with a claim under their home insurance policy.

For ease, I will normally only refer to Mrs S, as she mainly dealt with the claim. References to Chaucer include companies acting on its behalf.

What happened

Mrs S contacted Chaucer following a fire at her home. Chaucer accepted the claim and appointed a loss adjuster. Mrs S complained to Chaucer because she was concerned by the loss adjuster's behaviour with how the claim was being dealt.

Chaucer replied to the complaint and said it was dealing with the claim in line with the terms and conditions of the policy. It said it had investigated the concerns raised about the loss adjuster and hadn't identified any issues. However, it said it would appoint a new loss adjuster to help the claim progress.

When Mrs S complained to this service, our investigator upheld it. She said the service provided by Chaucer was poor and Mrs S had to chase the loss adjuster to make sure the claim was dealt with properly. She said Chaucer should pay £300 compensation.

As Mrs S and Mr W didn't agree with the level of compensation, the complaint was referred to me.

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 uphold this complaint. I will explain why.

This decision only covers the period of the claim until Chaucer issued its complaint response in May 2021. This decision doesn't consider issues that happened after that date, which would need to be considered as a separate complaint.

Looking at what happened, I can see it was a difficult and stressful time for Mrs S, not only because of the fire itself but because of her concerns about how the claim was handled. This service was provided with a large amount of evidence related to the claim, which I've considered. I will focus on some key issues, rather than addressing each issue or concern that was raised during the relevant period.

The fire led to Mrs S and her family moving out of their home while work to restore the property was due to progress. There were disagreements about issues such as what items were covered by the claim, whether items would be repaired or replaced and whether the property had been properly cleaned following the fire damage. It is also clear that the relationship between Mrs S and the loss adjuster became difficult.

I can see some delays during the claim and that issues were identified such as the soot damage not being properly assessed and cleaning not being done to the required standard. It also wasn't always clear how long the works were expected to take so Mrs S and her family could move home again. By the time Chaucer replied to the complaint, Mrs S was due to return home, which was a few months after the fire. Chaucer didn't agree the loss adjuster had done anything wrong, but agreed a new loss adjuster would be appointed. This seems reasonable in the circumstances. I'm aware that following this Mrs S was told the loss adjuster would remain on the claim with some oversight by a manager and that the claim seems to have continued for some time after that. However, as those issues are after the date of the complaint I'm looking at, I haven't looked at the reasons for this and am unable to comment further.

I can understand this was a stressful time for Mrs S. I'm aware that claims of this type and scale are always likely to cause some degree of distress or inconvenience to a policyholder, even when they are handled well. However, in this instance, I think there were issues with how the claim was handled and that Mrs S was caused additional distress and inconvenience as a result. Having thought about this, I think Chaucer should pay £300 compensation to more fairly reflect the impact on Mrs S as a result of the issues during the period covered by this complaint.

Putting things right

Chaucer should pay Mrs W and Mr C £300 compensation.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require Chaucer Insurance Company Designated Activity Company to pay Mrs S and Mr W £300 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr W to accept or reject my decision before 29 December 2022.

Louise O'Sullivan
Ombudsman