

The complaint

Mr B complains about the way Allianz Insurance Plc (“Allianz”) has dealt with two claims made under his contents insurance policy.

What happened

Mr B made two claims under his policy with Allianz. The first was made in 2015 following a significant flood which affected several flats in the building, and the second was in 2021, following a further ingress of rainwater.

The 2021 claim was declined at first, as Allianz said the damage was due to poor repairs following the first claim. However it agreed to review the matter if further information was received. Mr B provided further information to Allianz and it decided to accept the claim. But he remained unhappy with the service he’d received from Allianz.

Mr B also made a Subject Access Request (SAR), but was concerned to be told that Allianz no longer held the information Mr B wanted about the 2015 claim, due to the passage of time. Mr B doesn’t believe Allianz has been truthful, as he believes Allianz still has copies of the information he requested and that it has not all been deleted as per Allianz’s claims.

The complaints were referred to this service and our investigator considered the issues. She said we couldn’t look at the 2015 claim but that she’d looked into the way the 2021 claim had been handled and didn’t think Allianz had treated Mr B fairly. She recommended Allianz pay Mr B £100 compensation for the distress and inconvenience caused to him.

Allianz accepted our investigator’s assessment but Mr B did not. Because Mr B didn’t agree, the complaint has now come 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’m upholding this complaint in line with our investigator’s recommendations. I’ll explain why.

Mr B asked us to investigate aspects of the claim he made in 2015. The rules which govern how our service must operate (known as DISP), say that we can’t look at a complaint if it was made more than six years after the event complained of, or if it was brought more than three years from when the customer was aware or ought reasonably to have been aware that they had cause for complaint.

As the 2015 claim was made over six years ago, it falls outside our jurisdiction to consider if we believe Mr B knew he could make a complaint within the three year time limit specified above. Mr B received a final response letter in 2015, which would’ve made him reasonably aware that he could bring a complaint to us at that time about the issues with his roof. Since it’s been more than three years since Mr B ought to have been aware he could complain to

us, I'm afraid I can't consider any issues regarding the first claim.

Mr B has questioned why we can't consider the earlier claim, when he was never aware of any issues with the roof hatch – only that there was water coming through it. He says he only became aware of the issues in 2021 but from what he's said, and the way he's quoted directly from the report from 2015, I think he would've been reasonably aware about the issues with the roof at the time because this is alluded to in the report he has – even if he didn't have all the information he has now. So I'm satisfied Mr B had enough information before the deadline to raise a complaint before the 2021 claim. We also can't consider whether he could've claimed under his landlord's policy instead of his own, as he wouldn't be an eligible complainant for the purposes of using our service, as his landlord would be the policyholder of that particular policy. And the same applies to complaints about the building rather than Mr B's contents, as the owner of the building is the Housing Association, so any complaint would need to be brought by the Housing Association about matters involving the actual building.

Allianz has however given its consent for us to consider Mr B's complaint about the second claim, even though this was brought to us just over six months after the date of the final response letter, which is also late according to our rules. I understand Mr B had numerous medical issues preventing him from bringing the complaint on time, and he has my every sympathy for what he's been through with his health. So I think it fair that we consider his complaint about the second claim, due to his exceptional personal circumstances.

Mr B's concerns about how Allianz has handled the SAR he's made are concerns that the Information Commissioner's Office ("ICO") is best placed to consider, though I have had regard for these issues when making my final decision.

I've carefully considered all the other matters Mr B has raised with Allianz and with this service. I can see that Allianz has responded to all the points he's raised and I think it's done so fairly from the email chains I've seen. However, I do think it unfairly and prematurely declined Mr B's 2021 claim and so I'm going to require Allianz to pay Mr B £100 compensation for the distress and inconvenience this caused.

I can also see that Mr B has repeatedly asked for all the documents that Allianz has sent to us, and our investigator has explained that because some of the documents we've received might be commercially sensitive in nature or contain confidential information, Allianz may need to redact them before they can be sent over to Mr B. We can't send all the information received from one party to the other without their permission, just as we wouldn't send Allianz any information Mr B had sent us without Mr B's permission.

Our investigator has asked Allianz to send Mr B the information it holds and to fulfil Mr B's SAR. If Mr B remains unhappy with the information he receives or the way his SAR is handled, this would be something he'd need to raise with the ICO.

Putting things right

Allianz Insurance Plc must pay Mr B £100 compensation for distress and inconvenience.

My final decision

My final decision is that I uphold this complaint and I direct Allianz Insurance Plc to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 16 April 2023.

Ifrah Malik
Ombudsman