

## **The complaint**

Mrs W complains about Zurich Insurance Company's handling of her buildings insurance claim.

All references to Zurich also include its appointed agents.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

My decision focusses on the actions of Zurich. So, I will not comment on anything that relates to works completed by private contractors.

## **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 agree with the conclusions reached by the investigator for these reasons:

- The completion of repairs took several months. However, I can only hold Zurich responsible for delays that were avoidable
- Looking at the information available to me I can't see Zurich have caused any avoidable delays. Mrs W was out of the country for approximately one month, so repairs couldn't proceed during this time.
- Following this Zurich arranged for a portable toilet to be installed at the property and I can see from claim notes that Mrs W would use this and relative's bathrooms facilities. I can see Mrs W raised concerns around a month later and asked for the toilet to be reinstated. I can see Zurich did so around three weeks later.
- Mrs W said she felt alternative accommodation should have been offered instead of a portable toilet. Our service asked Zurich for information regarding Mrs W's claim, in particular regarding whether a disturbance allowance or alternative accommodation was explored – or covered under the terms of the policy. This has not been provided. So, I'm not persuaded Zurich explored whether this was relevant in the circumstances.
- Mrs W was without access to her toilet and washing facilities and I can see she has described the distress she experienced in using a dark portable toilet and having no access to her own indoor facilities. So, in the circumstances, I agree that £150 compensation fairly recognises the distress and inconvenience caused.
- Mrs W has mentioned in her submissions that she incurred the cost of the excess fee. But an excess would have been applicable in any event as part of a successful claim under the terms of the policy. So it's not unreasonable Mrs W had to meet this cost.

So, for these reasons, I uphold this complaint.

**Putting things right**

To put things right Zurich should pay Mrs W £150 compensation.

**My final decision**

My final decision is that I uphold Mrs W's complaint.

To put things right I direct Zurich Insurance Company to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 20 July 2023.

Michael Baronti  
**Ombudsman**