

## **The complaint**

Mr P complains about how Chaucer Insurance Company Designated Activity Company (Chaucer) handled a claim under his home insurance policy.

References to Chaucer include their agents who administer the policy.

This decision only covers those issues raised by Mr P in a complaint to Chaucer in February 2023 and their response in March 2023. It doesn't cover issues raised by Mr C covering the period May 2022 to Chaucer's final response in October 2022, which were considered in a separate complaint to this service. References to this period are included as background and context to Mr P's current complaint.

## **What happened**

In May 2022 Mr P's property was burgled. The burglary caused damage to windows and doors at the property as well as to a garage door and wall. Mr P contacted Chaucer to tell them about the burglary and lodge a claim. He also provided photographs and invoices relating to contents that had been stolen or damaged. He also provided a crime reference number he was given by the police. He also provided two quotes, as requested by Chaucer, for the repairs needed because of the burglary.

Chaucer appointed a loss adjuster (D) to assess the damage and validate the claim. D visited the property in July 2022, discussing the burglary and damage with Mr P and taking photographs. Mr P also provided invoices for the items damaged and stolen. D also provided a settlement offer for the buildings element of the claim (£3,300 less the policy excess of £100). However, Mr P wasn't happy with the settlement, asking how it was arrived at. And having provided what he thought was all the invoices and other information needed to validate the claim. Unhappy at the time being taken to assess and validate his claim, he complained to Chaucer (August 2022). Chaucer subsequently responded to the complaint (October 2022), offering £50 compensation for delays and distress.

Unhappy at further delays assessing and validating the claim, Mr P made a further complaint to Chaucer in February 2023. Chaucer didn't uphold the complaint. In their final response (March 2023) they said D contacted Mr P after their response in October 2022, to arrange a visit to his property to complete an assessment of the full value at risk (the figures recorded), as the figures provided by Mr P weren't in line with what Chaucer considered to be the current cost of replacing, as new, the damaged or stolen items. D asked Mr P for receipts for the furniture he purchased to validate their replacement cost. But as Mr P hadn't provided either an amended Value at Risk form or original receipts for the damaged items of furniture, D hadn't been able to progress their assessment and validation of the claim.

Mr P then complained to this service. He also said his wife, who was in the late stages of pregnancy at the time of the burglary, had suffered from severe postnatal depression and the delays in assessing the claim had added to the stress. He wanted to be fully reimbursed for the losses from the burglary, based on the invoices and quotes he'd provided. Nor did he think it reasonable to expect invoices for all the contents added since the birth of his baby and receipts for furniture acquired many years ago. He also didn't think it reasonable to

request a visit to his property, given his wife's depression and a young baby. He also wanted compensation of 10% on the value of the claim, as well as £500 for the cost of his time bringing his complaint..

Mr P subsequently raised a further point of complaint in respect of the buildings element of his claim, saying he'd obtained quotes from contractors for replacement of damaged windows and doors (£5,850); repairs to the brickwork around the garage door (£5,409 excluding VAT); and a replacement garage door (£1,680). But Chaucer hadn't settled the buildings element of his claim, which he considered to constitute essential works to secure his property (given the presence of a new baby).

Our investigator didn't uphold the complaint, concluding Chaucer didn't need to take any further action. She thought Chaucer hadn't acted unreasonably in requesting further information from Mr P, given the policy required Mr P to cooperate with Chaucer (with D) and the discrepancy noted by D between the amount insured (£10,000) and the damaged or stolen contents (£1,700). She also noted Mr P had (following Chaucer's second final response) agreed to a visit by D (though an appointment hadn't been arranged).

On the buildings element of the complaint, our investigator noted Chaucer's position that due to a possible underinsurance issue and the need to investigate this aspect of the claim, they hadn't authorised any work to proceed and hadn't received any invoices or quotes. As the claim was under investigation, the investigator didn't think Chaucer had acted unreasonably in not making any payments.

Mr P disagreed with the investigator's conclusions and requested an ombudsman review the complaint. On the buildings element of the claim, He said he'd provided Chaucer with the quotes he'd received. He'd also challenged D's initial offer of £3,300 and hadn't been provided with a breakdown. He was also unhappy at – having agreed in March 2023 to a visit from D to assess the claim – an appointment hadn't been arranged.

### **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'd first want to say to Mr P that I've considered very carefully what he's told us about his circumstances, including his wife's postnatal depression and the stress to her and himself. I recognise this would have made it a difficult time for him and his family, adding to what would have been the impact of having his property burgled and things damaged and stolen. I also appreciate making a claim and having it assessed can inherently be challenging. I've borne this in mind when considering, as is my role here, deciding whether Chaucer have acted fairly towards Mr P.

The key issue in Mr P's complaint is the time taken for his claim to be assessed and validated – specifically from the point Chaucer issued their first final response in October 2022. It's also worth noting Mr P's earlier complaint was considered by this service and the investigator concluded Chaucer should pay £200 in compensation for delays in assessing and validating the claim. Mr P accepted the investigator's view and the case was closed.

In considering Mr P's current complaint (made to this service after Chaucer's final response issued in March 2023) I've considered the sequence of events from the date of Chaucer's initial final response. On the contents element of the claim, D considered the contents cover under the policy (£10,000) to be inadequate D asked Mr P to complete a Value at Risk form. However, the form completed by Mr P was considered by D to contain unrealistic values, which is why they asked Mr P to complete the form with what they (D) considered to be

realistic values and to include all contents being claimed for. Alternatively, D offered to visit Mr P's property to complete the form. Mr P said he felt harassed by D and their request, saying he was raising a complaint with this service. Thereafter, the claim was paused until our investigator's view about the first complaint to this service.

Looking at the sequence of events and the exchanges between Mr P and D, I haven't seen anything in them which could reasonably be considered to be harassment of Mr P. I recognise what Mr P has told us about his wife's postnatal depression and the difficulties it presented. But equally, I don't think it unreasonable for Chaucer (through D) to seek to validate Mr P's claim, given concerns they had about its validity and the values claimed by Mr P. Chaucer's case notes indicate the total claim was for £20,472 which they considered needed adjusting for what they considered to be maintenance-related repairs under the buildings element and repairs far over their liability as insurers. Given their concerns, I don't think it unreasonable for them to have appointed a loss adjuster to assess and validate the claim, nor for them (D) to contact Mr P with the requests they made.

It's also a condition of the policy that policyholders must co-operate with Chaucer (and/or their representatives) in respect of a claim. The relevant policy term is contained in the *Claims Procedures and Conditions* section and states:

*"9. You must co-operate with us (and our appointed representatives if this applies) in investigating and assessing any claim or circumstances which may lead to a claim. This may include checking the information you gave us when you applied for this insurance.*

*If you fail to meet all of these conditions, we may refuse to pay the claim or pay only part of your claim."*

I've seen an email exchange between D and Mr P and D, where D reminds Mr P it's a condition of the policy that he co-operates in assessing the claim, referring to the above condition. I don't think that's unreasonable given the circumstances set out above. Looking at the exchanges, I don't think D have been unreasonable and the tone is professional. While I appreciate Mr P sees it differently, given the circumstances with his wife and having a new baby, I don't think there's anything in what D have said that's intimidating or could be construed to be harassment.

I've also noted Mr P agreeing to a visit by D to further assess and validate his claim. Given the points I've noted above, I think that's a reasonable outcome and I'd expect Chaucer to arrange a visit, alongside their assessment of the claim (for potential underinsurance).

On the buildings element, I recognise Mr P's concern that he hasn't had a settlement from Chaucer. I've noted their initial offer was withdrawn because of their concerns about underinsurance. I've also noted D's comment about what they think could be maintenance-related elements of the claim (which the policy wouldn't cover). As underinsurance could affect the value of any settlement of the claim (should Chaucer determine Mr P was underinsured) I don't think it unreasonable for them to conclude their investigation before deciding whether to accept (and settle) Mr P's claim.

These points taken together lead me to conclude Chaucer have dealt fairly with Mr P's claims and it's reasonable for them to conclude their investigation of the issues and concerns they've identified. But, given the time since the burglary, I'd expect them to conclude their investigation and to decide whether to accept and settle Mr P's claim (and if so, at what value) within a reasonable timescale.

**My final decision**

For the reasons set out above, it's my final decision not to uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 23 October 2023.

Paul King  
**Ombudsman**