



## **The complaint**

Mr and Mrs W have complained about Tesco Underwriting Limited. They are not happy about the way a claim under their building insurance was dealt with and the delays involved.

## **What happened**

Mr and Mrs W made a claim under their building insurance policy, and they had to be placed in Alternative Accommodation (AA) while the claim was dealt with for a prolonged period of time. They complained to Tesco and then this Service about a number of issues including the fact they didn't get call backs and had to chase Tesco about the claim; that there were delays getting back into their home causing their AA to be extended; and that they weren't provided with suitable AA for their dog.

Our investigator looked into things for Mr and Mrs W and partly upheld their complaint. He accepted Tesco's service could have been better and that there was some delay and so he suggested Tesco pay £100 by way of compensation. And he went on to suggest that Tesco should pay the costs it would have paid if Mr and Mrs W had chosen to put their dog in a kennel.

Tesco accepted it should pay £100 compensation but didn't think it should pay kennel costs as this wasn't something Mr and Mrs W wanted originally. Plus, Mr and Mrs W didn't think £100 compensation was sufficient, so the matter has been passed to me for review.

## **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 that the complaint should be upheld but I'm suggesting a different settlement of the complaint. I've reached out to both sides about my proposed settlement to this complaint and broadly both sides have agreed.

I think it's important to explain I've read and taken into account all of the information provided by both parties, in reaching my decision. If I've not reflected something that's been said in this decision it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is.

This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless it's relevant to the crux of the complaint. And as our investigator highlighted Mr and Mrs W had further difficulties after Tesco issued its final response letter (January 2023) on this complaint and anything after this date would have to be considered separately.

In relation to this complaint, I agree the service provided hasn't been good enough and the claim has been delayed. But claims like Mr and Mrs W's are often drawn out and difficult and a lot of the problems they have faced stem from the difficulties in dealing with a claim like

theirs. However, I agree that everything was made worse by the general handling by Tesco, especially in relation to the difficulties they faced with their pet.

It must've been frustrating for Mr and Mrs W to have had to chase Tesco and that it didn't keep them up to date. And Tesco has acknowledged it contributed to some of the delay which clearly impacted the return to their property. Fortunately, Mr and Mrs W were still in AA at that point in time but obviously any delay would be stressful and inconvenient.

What must have been very difficult for Mr and Mrs W was that the pet friendly AA they were placed in didn't allow them to leave their dog unattended. This meant they had to travel 19 miles to friends and family to leave their dog when the house was empty. And I think the fact they couldn't leave their dog alone in the property should've been made abundantly clear to Mr and Mrs W before they took the AA and so they should be compensated for the stress and inconvenience caused here.

Our investigator suggested Tesco should pay the equivalent costs as if Mr and Mrs W had put their dog in kennels. While I understand this I agree with Tesco that Mr and Mrs W didn't want to take up this option so I don't think this would be fair. And Tesco did pay for a pet friendly property it just wasn't as suitable as it should have been.

The aim of this Service is to try and put the consumer back into the position they would have been but for the error. So, I think Tesco should pay the costs Mr and Mrs W incurred (as Tesco suggested) in travelling to family and friends with their dog as they couldn't leave the dog alone in the AA.

However, I think that Tesco should also pay additional compensation for the stress, hassle and inconvenience caused here. So as well as paying the costs incurred I think Tesco should pay additional compensation here on top of the £100 our investigator awarded - taking account of the additional inconvenience caused in having to transport their dog and the general issues identified in dealing with this claim.

Given all of this, I think Tesco should pay Mr and Mrs W a further £500 (£600 total) in compensation here in addition to the costs Mr and Mrs W incurred in having to travel with their dog. As Tesco has suggested I think Mr and Mrs W should put a claim in for the additional costs incurred to Tesco for consideration and it should add 8% simple interest for the time they have been without the money.

### **My final decision**

It follows, for the reasons given above, that I partly uphold this complaint.

I require Tesco Underwriting Limited to pay £600 (total) in compensation. And to pay the costs Mr and Mrs W incurred in having to unnecessarily transport their dog (subject to Mr and Mrs W making a claim and reasonable proof), adding 8% interest from the day the cost incurred until the date of settlement.

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

Colin Keegan  
**Ombudsman**