

## **The complaint**

Ms J has complained about the way Covea Insurance plc handled a claim she made under a property investors protection insurance policy.

## **What happened**

In October 2021 Ms J made a claim under her home insurance policy. Ms J made a series of complaints to Covea about its handling of the claim.

She brought her complaints to this service. Our Investigator explained that we couldn't look at all of the complaints as some of them had been raised outside of the time limit Covea gave Ms J to contact us.

Having looked at the complaints our Investigator could review, she recommended upholding them. She thought Covea should pay a higher compensation award than the £150 it had offered (or paid) for its poor service and delays. In light of the impact of Covea's poor handling of the claim, the Investigator recommended Covea pay Ms J a total of £1,500 compensation for the distress and inconvenience caused. Covea accepted the Investigator's recommendation.

Ms J didn't agree. She believes she should be awarded £5,000 compensation to reflect the impact of Covea's handling of her claim.

So the case has been passed 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.

The background is well known to both parties and so I don't intend to repeat it in the same level of detail here. Suffice to say, I've carefully reviewed and considered the impact of Covea's delays and poor service on Ms J.

Some of the delays were outside of Covea's control. There was a delay in arranging alternative accommodation due to the holiday period, which Ms J acknowledged. There was a further delay due to the discovery of asbestos during strip out works, which in turn caused delays in drying the property.

But there were delays beyond this period of time which were avoidable by Covea. Repairs were planned to complete within four months – from October 2022 to the end of January 2023. But due to poor workmanship which Covea accepts, rectification repairs extended the time Ms J was in alternative accommodation (AA). Rectification repairs took around six more months to complete. It's clear during this time Ms J contacted Covea and their Loss Adjuster for updates to progress the claim. She was understandably very upset at the prolonged

disruption and the condition of her home following the first set of repairs. As a result, she experienced a significant level of disruption.

I'm very sorry to read of the impact Covea's handling of the claim has had on Ms J. I understand Ms J doesn't agree an award of £1,500 compensation is enough to reflect the distress and inconvenience caused to her.

The awards which we give are modest. Awards of the amount I am requiring Covea to pay are for cases where an insurer's mistakes had led to serious disruption to daily life over a sustained period, with the impact felt for many months, sometimes over a year. I think this is a fair amount in the circumstances.

I must keep in mind that the complaints I'm considering are not all of the complaints Ms J raised with Covea. This service can only look at complaints which Covea responded to in September 2022 and up to and including March 2023 as these were brought to us in time.

And so overall I think an award of £1,500 compensation fairly reflects the distress and inconvenience caused by Covea's handling of the claim.

### **My final decision**

My final decision is that I uphold this complaint. I require Covea Insurance plc to pay Ms J a total £1,500 compensation for the distress and inconvenience caused by its poor service, poor workmanship and delays. This takes into account complaints which Covea responded to up to 29 March 2023.

Covea Insurance plc must pay the compensation within 28 days of the date on which we tell it Ms J accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 18 September 2024.

Geraldine Newbold  
**Ombudsman**