

The complaint

Mr D and Mrs K complain Covea Insurance plc (Covea) caused a number of unnecessary delays and did not offer a fair settlement after they made a claim on their home insurance policy.

References to Mr D or Mrs K, will include the other.

There are several parties and representatives of Covea involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Covea.

What happened

Mr D made a claim on his home insurance policy in February 2023 after he noticed water damage in his bathroom.

Covea appointed a claims handler from its approved supplier network to inspect the damage. It partially declined Mr D's claim.

Because Mr D disagreed with Covea's decision to decline some of his claim it organised for a further inspection of the damage by another approved expert. This inspection found his claim to be valid.

Covea had concerns about some of the information that had been provided to it when Mr D took out the policy. And based on this it voided the policy. After further review it said it should not have been voided and it was reinstated. And it said it would handle his claim through its standard process.

In July 2023 Mr D was offered a cash settlement figure to get the required work completed. Mr D declined the cash settlement and said he wanted Covea to arrange for the work to be completed. He requested a scope of works from both of Covea's suppliers and when it was received some of the work required was missing.

Mr D made a number of complaints to Covea during the time his claim was being progressed. Covea offered £100 compensation in July 2023 for poor service received and the incorrect voidance of his policy. And a further £200 compensation in September 2023 for delays in progression of his claim and its failure to respond to some queries.

Because Mr D was not happy with Covea, he brought the complaint to our service.

Our investigator upheld the complaint. looked into the case and said the failings of Covea had caused at least four months of delays to Mr D's claim and the handling of the claim had caused significant distress and inconvenience to him and his family. They said Covea should increase the total compensation award to £750.

As Covea is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

In this case Mr D made three separate complaints about the progression of his claim and Covea acknowledged all three separately. When his complaint was brought to our service Covea agreed for us to look at all three together.

Mr D made his claim at the start of February 2023 and he complained in March 2023 about the lack of progression with his claim. In May 2023 I saw Covea acknowledged there had been a lack of progression. It said it could have managed his expectations better and a higher level of clarity could have been provided. No compensation was paid for this delay.

I saw the second approved supplier that Covea sent to review the damage to his bathroom, reported that it estimated that the amount of flat roof at Mr D's property was more than was allowed in the flat roof clause of the policy.

Due to this estimate Covea issued Mr D with a voidance letter. After this was contested the flat roof was found to be less than 50 percent when the whole property was included.

Covea reinstated the policy. It said although Mr D's policy didn't comply with its underwriting criteria its system had still allowed him to quote which was not his error. And it said it should not have made decisions to void his policy based purely on estimates. It paid him £100 compensation for the poor service received and because it had incorrectly voided his policy. It said on some claims it needed to investigate further details to ensure the policy was correct and the claim is covered. It did not agree there were delays at this stage.

In July 2023 after Mr D made a further complaint about delays caused to his claim Covea accepted its claim department had not responded to some of his queries. It also acknowledged it took several weeks to provide a scope of works from one of its two suppliers and various aspects were missing from this. Covea awarded Mr D £200 in recognition of the delays caused.

In this case it is not in question that there have been delays and issues with this claim. The issue is the amount of compensation paid to acknowledge the distress and inconvenience caused.

Covea said the £300 it has already offered to Mr D is sufficient. However after having reflected on the whole claim journey and all the issues and delays caused, I do not think this is enough.

There was a period of approximately seven months between Mr D making the claim and Covea making the total offer of £300 compensation. Delays were caused by a number of different factors some of which Covea have accepted responsibility. And it also accepted it had unfairly voided his policy.

I saw evidence of Mr D repeatedly contacting Covea to obtain information, to challenge the voidance decision and to chase claim progress over a period of months. Mr D had to put in a lot of extra effort to progress his claim which caused him distress, and also significant inconvenience. In addition to the ongoing inconvenience of the damaged bathroom not being in full use during this time.

Taking into account both the incorrect voidance of the policy and that delays were caused by due to several different errors being made by Covea, I require it to increase its total offer of

compensation to £750. I think this is a fair and reasonable amount and is in line with the guidance used by our service.

Therefore, I uphold Mr D's complaint and I require Covea to pay him a total of £750 compensation, less anything already paid.

My final decision

For the reasons I have given I uphold this complaint.

I require Covea Insurance plc to pay Mr D a total £750 in compensation, less anything already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs K to accept or reject my decision before 6 May 2024.

Sally-Ann Harding
Ombudsman