

The complaint

Mr H and Mrs H complain about Covea Insurance Plc's (Covea) delays in handling a subsidence claim made on their buildings insurance policy.

Any reference to Covea includes their agents.

What happened

Mr H and Mrs H previously asked this Service to look into a complaint about a subsidence claim they'd made. Covea had declined the claim but in early 2023 new evidence was provided which prompted Covea to look at things again. This decision here focuses on what's happened since early 2023 up until Covea's final response letter in December 2023.

In early 2023, Covea was provided with some information which meant they reconsidered a claim for subsidence damage to the extension to Mr H and Mrs H's home. Following the acceptance of the claim, Covea began their investigations. Unfortunately, Mr H and Mrs H were wrongly told the claim had been declined again. This was later corrected.

Covea decided a period of monitoring needed to take place, with reviews taking place over six months from Spring 2023. Mr H and Mrs H say they were concerned a further delay would cause more damage to their home. In November 2023, it was decided a substructure stabilisation specialist should carry out an inspection and provide a quote for the repairs. Unhappy with how long this matter was taking, Mr H and Mrs H complained.

In December 2023, Covea responded to their complaint. They said they had the information required to move forward in February 2023, when the claim was accepted. Covea said when they issued instructions to take steps to start assessing the claim, it was wrongly declined. Covea says this led to a one-month delay but there hadn't been any other avoidable delays. Covea said the property was being monitored and communication and updates had been appropriate in the circumstances. They offered £100 for the avoidable delay.

Mr H and Mrs H didn't accept this and asked our Service to review Covea's handling of the claim. Their complaint was considered by one of our investigators who said she thought the offer from Covea was appropriate in the circumstances.

As Mr H and Mrs H didn't agree, this matter 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.

In response to the investigators view, which was issued in February 2024, Mr H and Mrs H said they wanted to provide further information. But despite our investigator reaching out to them and asking if they had anything else to provide and setting a response date of 30 September 2024, we haven't received anything further from Mr H and Mrs H to consider.

I'm satisfied Mr H and Mrs H have been provided with sufficient time to send in any additional information they wanted me to consider. And I'm also satisfied there is sufficient information on file to make a decision I consider fair and reasonable in the circumstances of this complaint.

I appreciate Mr H and Mrs H's concerns about their home have been long running. But as our investigator said, this case focuses on Covea's handling of the claim from the point it restarted its consideration of the claim, so between February and December 2023. I've considered all the available information and reached the same conclusion as our investigator.

I can see Mr H and Mrs H were keen for updates on the monitoring of their home. However, the purpose of monitoring a property is to determine what, if any, movement is occurring over an extended timeframe. And monitoring of this nature generally occurs a longer term, and this means that there may not be much to be given by way of regular updates. I understand Mr H and Mrs H might have hoped for more detailed updates in terms of how their claim was progressing. However, having reviewed the claim notes, I don't consider the updates provided by Covea to be unreasonable in the circumstances of this complaint.

It's clear Mr H and Mrs H have expressed some unhappiness there was another monitoring report required in October 2023. This is recorded as being required because the property was moving, albeit not in the same area as Mr H and Mrs H reported seeing damage. However, I consider Covea took appropriate steps to understand the wider situation with movement impacting their home. Ultimately, where an insured event is identified, an insurer is required to provide a lasting and effective repair. To do so here, Covea needs to be certain the property has stopped moving.

I think the step taken in November 2023 to appoint a substructure stabilisation specialist was appropriate. Overall, I consider the claim has mostly progressed without avoidable delay between February and December 2023, given the need for periods of time between monitoring inspections.

It was unfortunate Mr H and Mrs H were wrongly told in early 2023 that the claim had been declined again. This would have been worrying given, in their minds, how much time had passed since the cracking had first been noticed. This did cause a slight delay that was avoidable and Covea has offered £100 in respect of the distress and inconvenience caused by this error.

I consider this is a fair offer to compensate for the worry and frustration caused in respect of this part of Covea's handling of the claim. I won't be requiring Covea to increase this offer.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 12 November 2024.

Emma Hawkins

Ombudsman