

The complaint

Ms B and Mr D have complained St Andrews Insurance Plc (St Andrew's) have caused unreasonable delays and not completed all repairs after they submitted a claim under their home insurance policy.

As Mr D has led this complaint, and for ease, I have referred to him throughout.

Where I've referred to St Andrew's this also includes any actions or communications by its agents acting on behalf of St Andrew's.

What happened

The background of this complaint will be well known to both parties, so I have summarised events.

In 2019 Mr D experienced a leak at his home and so made a claim under his home insurance policy with St Andrew's. St Andrew's agreed to repair the damage to Mr D's property.

Mr D raised a previous complaint with St Andrew's in relation to the way his claim had been handled which St Andrew's provided a final response for in August 2020. This covered the claim handling up to this point and it paid Mr D £150 compensation

Mr D required alternative accommodation (AA) whilst the repairs were taking place. He raised a complaint to St Andrew's as he said the properties it was offering weren't appropriate for him and his family and so it was left to him to find AA. He said each time he found suitable AA, St Andrew's would take too long to provide authorisation so he would lose the properties he found, delaying the repair start date further.

Mr D was also unhappy he was told he would need to submit a new claim for damage to his carpet he says was included on the snagging list. Mr D said when he contacted St Andrew's to raise issues with his claim, he was given the phone number and email address of the wrong department.

St Andrew's considered Mr D's complaint and in January 2024 upheld it in part. It said it didn't think it had caused any unreasonable delays. It said the biggest delay in starting repairs was in finding suitable AA for Mr D and as Mr D wasn't keen on putting his animals into a cattery and kennels, the options were limited. It said it responded to emails it received quickly, often the same day. It said Mr D's contractor said the slow leak was caused due to the failure of an existing radiator valve and so wouldn't be part of the original claim. St Andrew's said if Mr D believed the damage was caused by poor workmanship he would need to raise this with the contractor as it wasn't one of its approved contractors.

St Andrew's said there was an instance when it didn't respond to Mr D within the agreed timescale. It also said Mr D was given incorrect information when he called to raise issues with his claim. St Andrew's paid Mr D £75 compensation as an apology. Mr D didn't think this was reasonable and so referred his complaint to this Service.

After Mr D referred his complaint to this Service, St Andrew's made a further offer. It said it understood the damaged carpet had been replaced once previously, and if Mr D could provide the invoice for the replacement carpet it would agree to cash settle on this cost. It also offered to pay a further £150 compensation for not agreeing to replace the carpet previously.

Our investigator said he thought this offer was reasonable in the circumstances. The repairs were being carried out by Mr D's own contractor and so he didn't think St Andrew's could be held responsible for delays in repairs. He said he didn't think St Andrew's had made an error in relation to AA as it had offered reasonable accommodation which was rejected by Mr D. He said he thought it was reasonable St Andrew's had offered to cash settle a replacement carpet, and the £150 compensation it had offered was reasonable.

St Andrew's accepted our investigator's view but Mr D rejected it. He said the delay in AA being provided was due to St Andrew's ignoring the reasonable conditions put in place due to Ms B's health and ability to take his child to school. He said he had accepted his pets would need to be placed into a cattery and kennel and so this didn't cause a delay. Further delays were caused by St Andrew's not responding to emails within reasonable time.

As Mr D didn't agree with our investigator, the complaint 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.

I want to acknowledge I've summarised Mr D's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead I have focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr D and St Andrew's I've read and considered everything that's been provided.

I also want to make clear what I've considered as part of this decision. Mr D has raised a previous complaint with St Andrew's in relation to this claim which St Andrew's provided a final response for in August 2020. I've considered the events following this. I'll address the key points of Mr D's complaint separately.

Claim delays

The main delay in repairs being completed was due to being unable to agree suitable AA for Mr D and his family whilst repairs took place. St Andrew's have said as Mr D wasn't keen on placing his pets into a cattery and kennels, the AA options were limited. Mr D has said he had accepted his pets would need to be placed into a cattery and kennels and so this didn't cause a delay.

I can see Mr D's loss assessor sent an email to St Andrew's on 30 October 2020 to say Mr D wasn't happy for his pets to be placed into a cattery or kennels, and so I don't think it was unreasonable St Andrew's were trying to find AA which would meet these requirements. I think St Andrew's made reasonable attempts to find suitable AA, and once it had exhausted its available options, it wasn't unreasonable for it to see if Mr D or his loss assessor could find a suitable property.

Mr D has said he found suitable properties but St Andrew's took too long to authorise this and so the properties were lost. Based on the evidence provided I'm satisfied St Andrew's responded to these requests within a reasonable timeframe, often the same day or the

following day. The emails from Mr D's loss assessor also said the properties were lost for reasons outside of St Andrew's control, such as the existing tenant choosing to renew or the landlord agreeing to a 12 month rental rather than a six month one. I can't say the delays in arranging AA were due to errors by St Andrews.

Mr D used his own contractor for the repairs to his property, and whilst I acknowledge this was agreed by St Andrew's, as the contractor is not one it instructed, it can't be held responsible for any delays in the repairs by the contractors. Overall I don't think St Andrew's caused unreasonable delays in Mr D's claim after August 2020.

Customer Service

St Andrew's have said it didn't respond to Mr D's email from 18 December 2023 within the five working day timescale it has agreed. This meant Mr D had to chase St Andrew's for a response which would have been inconvenient. It also said when Mr D contacted it to raise issues with his claim, it provided him with incorrect details. Providing this incorrect information would have caused Mr D inconvenience as he spent time contacting the incorrect team.

Setting aside the damage to Mr D's carpet which I will comment on later in this decision, I've not seen any further customer service failings by St Andrews which I think have resulted in distress or inconvenience for Mr D.

Damage to Mr D's carpet

St Andrew's has now accepted it should have replaced the carpet sooner. So I've thought about whether its offer puts things right. From what I've seen its offer to pay the invoice would allow Mr D to replace the damaged carpet and I'm satisfied this is a reasonable offer. I've considered the compensation it's offered in relation to this below.

Putting things right

Overall – I've thought about the compensation St Andrew's has offered. And in the circumstances its clear to me St Andrew's could've handled matters better than it did. It provided unclear information at times and caused an unnecessary dispute over the carpet which has caused Mr D unnecessary distress and inconvenience. Taking all of this into consideration I'm satisfied the sum of £225 is a fair and reasonable sum for the issues I hold St Andrew's accountable for.

My final decision

For the reasons I've outlined above I uphold Ms B and Mr D's complaint about St Andrew's Insurance plc. I require it to:

- Cash settle Mr D's claim for a replacement carpet once Mr D provides it with the proof of cost of the initial replacement.
- Pay a further £150 compensation bringing the total compensation paid to £225.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B and Mr D to accept or reject my decision before 6 January 2025.

Andrew Clarke
Ombudsman