

## **The complaint**

Mr T complains Zurich Insurance Company Ltd unfairly refused to pay his property insurance claim.

## **What happened**

In November 2017 Mr T claimed against a Zurich block property insurance policy. A flat he held the leasehold for had been damaged by fire. There has been a long running dispute between him and Zurich since the early stages of the claim investigation in 2017. In summary Zurich considered Mr T was failing to cooperate with its reasonable enquiries. It refused to consider his claim any further whilst he was uncooperative.

In 2018 this Service considered a complaint from Mr T. He was unhappy that Zurich hadn't settled his claim. The complaint wasn't upheld. A different Ombudsman found Zurich had taken reasonable actions, including requesting an interview with Mr T, to validate his claim. There was little or no progress until the summer of 2023 when Mr T agreed to take part in an interview with Zurich's claims investigator. He had previously refused to do so.

Following the interview Zurich asked to reinspect the property so it could review the damage and assess repairs. However, Mr T refused to allow its surveyor access. In December 2023 Zurich wrote to Mr T to say it had closed the claim file. It said it had done so in line with the Limitation Act 1980, with the loss being more than six years ago, and because Mr T had failed to cooperate.

In January 2024 Zurich issued a complaint final response letter. This addressed a range of concerns raised by Mr T. It said he was required, under the terms of the policy to cooperate during a claim - including allowing relevant inspections. It said it had closed the claim as a six-year limitation point had been reached and Mr T had hadn't allowed the inspection within that time. Zurich also said a subject access request (SAR) response had been provided in line with the relevant rules. It offered £75 compensation for poor customer service during a phone call.

Mr T referred a complaint to the Financial Ombudsman Service. He raised several complaint points. However, the central focus of his complaint is what he feels is Zurich's unreasonable and inappropriate requests (including the interview and property inspection), its continued refusal to settle his claim and its reference to the Limitation Act to close his claim. To resolve his complaint he would like Zurich to pay him £350,000 for the repairs plus additional amounts for loss of rent, fees and compensation.

Our Investigator wasn't persuaded Zurich had acted unreasonably when requesting reinspection of the property. She didn't recommend it settle the claim. She was satisfied its offer of £75 compensation was enough to recognise any poor customer service. So she didn't recommend it pay additional compensation. As Mr T didn't accept that outcome the complaint was passed to me to decide.

In his correspondence with this Service Mr T raised various complaint points, including about the sale of the insurance policy, that Zurich hasn't been given an opportunity to respond to. If he would like these points considered he should raise them with Zurich first.

### **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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr T and Zurich have provided. Instead, I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything.

I'm satisfied Zurich's 2023 request to reinspect the property was fair and in line with the terms of the policy. Mr T's policy requires him, after any loss or damage, to give Zurich all the information and assistance it requires. So the terms allow Zurich to require cooperation from Mr T during a claim.

The damage and required repairs hadn't been assessed since 2017. So it was reasonable for Zurich, after all that time, to wish to inspect the property to assess the loss and required repairs as part of its claim validation. As Mr T didn't allow access Zurich was unable to make that assessment. So I can't say it was unfair or unreasonable that it didn't settle the claim.

I realise that Mr T is unhappy about Zurich relying on the Limitations Act when it closed the claim. However, I'm not going to comment on that here - determining if legislation has been correctly relied upon is more often the role of the courts. Further, my considering the Limitations Act would not help Mr T in this instance. That's because I'm satisfied that the lack of cooperation from him with Zurich's reasonable requests gave it fair and reasonable grounds to refuse to settle the claim and close it. So, I'm not going to require Zurich to settle the claim, reopen it or pay Mr T any fee, expenses or compensation.

I'm satisfied Zurich paid enough compensation to make up for any poor customer service Mr T received within the consideration of this complaint. Finally, I haven't been persuaded its response to Mr T's SAR was unfair or unreasonable or that it caused him to lose out in anyway. So I'm not going to require it to do anything differently.

### **My final decision**

For the reasons given above, I don't uphold Mr T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 24 February 2025.

Daniel Martin  
**Ombudsman**