

The complaint

Mrs B complains Zurich Insurance PLC (Zurich) have declined to reimburse her for a report she paid for after she made a claim under her home insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. In 2020 Mrs B made a claim to Zurich under her home insurance policy after she noticed damage to her property. It was thought the damage could be caused by subsidence and Zurich began investigations into the claim.

In 2022 Mrs B raised a complaint with Zurich about the way her claim had been handled. In October 2022 Zurich issued Mrs B with a final response to her complaint. It addressed a number of issues including delays, communication issues, alternative accommodation and additional costs Mrs B had incurred. It offered Mrs B a total of £1,300 compensation.

Mrs B raised a further complaint with Zurich and in February 2023 Zurich issued another final response. It said the cost of Mrs B's claim didn't impact her premium, but it acknowledged it had caused delays since its previous final response and offered Mrs B £450 compensation. Mrs B referred both of these complaints to this Service.

An ombudsman issued a decision on Mrs B's complaints. She said she was unable to consider the complaint issues Zurich addressed in its final response from October 2022 as Mrs B had bought this complaint too late. In relation to the issues Zurich addressed in its final response from February 2023, she said she thought the compensation Zurich had paid was reasonable in the circumstances. She also didn't think Mrs B had been treated unfairly in relation to her premium.

Mrs B raised a further complaint with Zurich about the way her claim had been handled and in September 2023 Zurich issued another final response. This final response covered a number of issues including:

- Overall delays and claim handling.
- The contractors leaving her property in an unsatisfactory condition.
- Concerns relating to the suggested work and the property not being restored to its pre-existing condition.
- Reimbursement of alternative accommodation costs.

Zurich acknowledged there had been some avoidable delays and hadn't provided Mrs B with the service it should have done and so offered £550 compensation.

Mrs B referred her complaint to this Service and an ombudsman issued a decision on the complaint. The ombudsman said Zurich was reasonable not to cover repairs Mrs B's own engineer had suggested were necessary, and was reasonable to offer to meet with Mrs B's

engineer to discuss matters further. She also said the £550 compensation Zurich had offered was reasonable in the circumstances.

Whilst Mrs B's complaint was with this Service, she said she was unhappy Zurich hadn't agreed to reimburse costs of a surveyor report which was completed in November 2022. She said the surveyor report changed the way Zurich agreed to carry out the repairs on her floor. Zurich said it hadn't previously considered this and so a further complaint was raised. On 9 October 2024 Zurich issued Mrs B with a final response to her complaint. It said it didn't agree Mrs B's appointment of the surveyor was necessary and so it didn't agree to reimburse the costs she had paid for this. Mrs B referred her complaint to this Service.

Our investigator looked into things. She said she hadn't seen evidence Zurich wouldn't have carried out an appropriate repair to Mrs B's flooring without the report from Mrs B's surveyor. She said she thought Zurich had carried out a reasonable investigation and assessment of the repairs required to Mrs B's flooring and a decision on the necessary repairs had been made before the surveyor report.

Mrs B didn't agree with our investigator. She provided a detailed response but in summary she said the surveyor report altered the repairs Zurich were intending to carry out on her property. She also said Zurich attempted to carry out repairs to her property which were unsafe, and so it was necessary for her to arrange the surveyor report.

As Mrs B 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 Mrs B's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've 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 Mrs B and Zurich I've read and considered everything that's been provided.

I also want to be clear about what I've considered as part of this decision. I've considered the complaint Zurich have addressed in its final response of 9 October 2024. So, it will only cover Zurich's decision not to reimburse Mrs B for the surveyor report she arranged.

Following asbestos being removed from Mrs B's property, it was necessary for her carpet to be put back down. Mrs B says there were large cracks in the flooring which needed to be rectified before the carpet was laid back down. She says Zurich were intending to simply lay the carpet on top of these cracks and so it was necessary for her to arrange a surveyor report. She says once she provided this report to Zurich, it agreed to rectify the cracks before laying her carpet back down.

So, I've considered whether Zurich were intending to lay the carpet without rectifying the cracked flooring, and whether the surveyor's report changed the repairs it was intending to carry out.

I can see in October 2022 Mrs B emailed Zurich, concerned it was intending to lay the carpet on top of the cracked flooring. She asked it to provide a guarantee Zurich had consulted relevant experts who had confirmed placing the carpet on top of the cracked floor would make it sufficiently safe. Mrs B requested this guarantee again on 7 November 2022. On 9 November 2022 Zurich emailed Mrs B to say:

'I have spoke to [supplier] today and asked them once they're on site to assess the flooring for trip hazards and carry out any make safe actions required to ensure the flooring doesn't pose a further trip hazard once the carpet is re-laid'

Mrs B has said she didn't believe the contractors would have carried out the necessary repairs to the cracked flooring and so she needed to employ the surveyor to ensure the work was completed appropriately. It was at this point she arranged for a surveyor to attend her property and provide a report. The surveyor report was completed and is dated 29 November 2022.

On 5 December 2022, prior to Mrs B sharing the surveyor report, Zurich's supplier told Mrs B the contractor would be ensuring the flooring was safe with no tripping hazards and then will be putting the carpet down. On 7 December 2022 the supplier reiterated this and said if there is a hazard, the contractor would need to take the necessary precautions to deal with it, but this wouldn't be known until they were on site.

So, based on the evidence provided, I'm not persuaded that prior to Mrs B providing it with the surveyor report, Zurich would have simply laid the carpet over the cracks without ensuring the area was safe first. This was confirmed by Zurich and its supplier prior to the surveyor report being shared by Mrs B. And whilst Mrs B has said she had concerns this wasn't going to be done, I don't think there is sufficient evidence for me to conclude it wouldn't have been.

Following Mrs B providing Zurich with the surveyor report, Zurich agreed for the floor to be screeded and levelled before placing the carpet down. Whilst I acknowledge this was agreed following Mrs B providing Zurich with the surveyor report, I don't think this demonstrates Zurich changed the repairs it would have carried out.

Once Zurich had site of the surveyor report, it was reasonable for it to take what it said into consideration, and it could be specific about the repairs to be carried out. However, as explained, prior to the surveyor report being provided, Zurich agreed it would attend the property, assess the flooring and carry out the necessary actions to make it safe. As Zurich's contractor didn't attend the property, it was unable to take these actions prior to Mrs B obtaining the surveyor report.

Taking all of the evidence into consideration, I don't think it would be reasonable to require Zurich reimburse Mrs B for the surveyor report she arranged. Prior to Mrs B arranging the surveyor report, it had been confirmed the contractor would take the necessary steps to ensure the property was safe prior to laying the carpet, and I'm not persuaded this wouldn't have been done appropriately without the surveyor report. And so, whilst I can acknowledge Mrs B's reasons for wanting a surveyor to visit her property, I don't require Zurich to reimburse her for this report.

My final decision

For the reasons I've outlined above, I don't uphold Mrs B's complaint about Zurich Insurance PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 8 August 2025.

Andrew Clarke
Ombudsman