

The complaint

Mrs T has complained about St Andrew's Insurance Plc trading as Halifax. She isn't happy about the way it dealt with a claim under her home insurance policy.

For ease of reading any reference to St Andrew's includes its agents.

What happened

I looked at this case and provided my initial thoughts in my provisional decision as follows –

Mrs T made a claim under her home insurance policy in relation to a possible subsidence issue and St Andrew's eventually accepted the claim. But Mrs T wasn't happy about the initial refusal of the claim and about a number of other issues that have been advanced separately.

Our Investigator looked into this particular complaint, but she explained that we couldn't look at complaints that had been previously considered by this Service. Mrs T had raised a previous complaint in relation to her subsidence claim and her premiums previously that were dealt with in St Andrew's final response letter (FRL) in April 2022 and in a final decision in August 2023.

When our Investigator explained that this Service couldn't consider these complaint points as they had already been looked into previously by this Service Mrs T didn't agree. She said that St Andrew's made its decision to look into the subsidence issue and allow the claim in May 2022, which was after the FRL in April 2022, and so she felt this part of her complaint should be considered.

So, the matter has been passed to me to decide whether this complaint is one this Service can consider.

What I've provisionally 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.

Having done so, I agree with Mrs T that part of this complaint can be looked at by this Service, but I must highlight again, as outlined by our Investigator, that I can't look again at the subject and detail of what was covered before under the previous complaint. This is because, as the Investigator explained, this Service's powers are set out in the Financial Conduct Authority's (FCA) Dispute Resolution ("DISP") Rules. And I'm required to follow these rules and DISP 3.3.4A says that we can dismiss a complaint without considering the merits if an Ombudsman considers that 'dealing with such a type of complaint would otherwise seriously impair the effective operation of the Financial Ombudsman Service.'

The rules list a number of examples of the types of complaint that might seriously impair the Service. One of these says:

'Where the subject matter of the complaint has previously been considered or excluded under the Financial Ombudsman Service (unless material new evidence which the Ombudsman considered likely to affect the outcome has subsequently become available to the complainant).'

So, I agree that the majority of the points raised by Mrs T here have already been considered within her previous complaint to St Andrew's in its FRL of April 2022 and have been decided upon previously. And her other complaint points have been advanced separately under different references so I will not comment on them here.

However, I agree with Mrs T that we can consider St Andrew's decision to allow her claim as that took place after the FRL of April 2022. But obviously this complaint is limited to St Andrew's decision to proceed with the claim after its FRL of April 2022 and will not consider the evidence and information that went before as this has already been considered.

In looking at St Andrew's decision to allow Mrs T's claim at a later stage I can understand Mrs T's frustration as she would naturally have liked this to have happened earlier. But I can't say St Andrew's has acted unfairly. I say this as it has looked at everything afresh and subsequently decided to proceed with the claim which seems reasonable and is what Mrs T wanted all along.

This Service doesn't look to punish businesses and I'm pleased to see that St Andrew's took a fresh look at everything and proceeded with Mrs T's claim. I know Mrs T feels that there wasn't anything different at this stage and questions why there was a change in position at this point in time. But St Andrew's appointed a new surveyor who obviously looked at everything afresh, including all the evidence that was previously available, before attending her property and looking at the damage physically.

I know Mrs T feels that there wasn't any new evidence provided but it is clear that the relook at the previous evidence and the physical attendance at her property changed things. And I'm sure the surveyor had looked at the property externally, alongside the evidence already available, before speaking to Mrs T. So, even though Mrs T felt there wasn't anything different the fresh look and reconsideration of her case, alongside the physical inspection clearly changed things. Plus, it isn't unusual for different experts in the field to have different professional opinions upon consideration of the evidence in any event and I don't think that is unreasonable.

Given all of this, I'm satisfied that St Andrew's have acted fairly here. These kind of insurance claims are notoriously difficult to advance but I'm pleased to see it looked at everything again in deciding there was subsidence and advancing Mrs T's claim.

Replies

St Andrew's noted the comments within the provisional decision and said it had nothing further to add. While Mrs T said a number of things about other complaints she had advanced which I can't comment on here. And specifically in relation to this claim she highlighted that she hoped her insurer would have helped more given she had paid premiums since 2007. Mrs T felt that her claims had been *'...ignored and undermined to the benefit of the insurance company...'* and that this Service had ignored our own compensation guidelines.

Mrs T went on to say again that she felt that the surveyor's attendance at her property didn't have any impact on the decision to allow the claim. She feels that the surveyor simply said *"Good news. You have a valid claim"* and felt the evidence was clear that St Andrew's simply changed its mind which she feels it shouldn't have been allowed to do, especially as the evidence hadn't changed. Mrs T felt the insurer only changed its position and accepted that there was subsidence as she challenged St Andrew's and had made a formal complaint.

The additional points Mrs T raised were in relation to her other complaints or previous complaints, but she did reiterate how difficult she had found all of this.

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.

Having done so I remain of the view that this complaint shouldn't be upheld. I know this will come as a disappointment to Mrs T, but I'll explain why.

Most of the further representations Mrs T made relate to matters that can't be considered here as they do not form part of this complaint. And so, I will not comment on them here.

Turning to this complaint Mrs T feels that St Andrew's tried to prevent her claim for subsidence and only allowed it as she made a formal complaint. While I can understand her frustration and suspicion I haven't seen any evidence of this, and I don't think an insurer would simply accept a claim because a formal complaint is made.

I know Mrs T doesn't feel that there was anything different when St Andrew's allowed her subsidence claim. But, as Mrs T has highlighted, it had appointed a new second surveyor and I would expect a new expert to reconsider all the available evidence in forming their professional opinion as opposed to rubber stamping any previous assessment. And I don't think it was necessary to attend her property to form a different professional opinion, but the surveyor clearly thought it was beneficial.

So, in looking solely at St Andrew's decision to accept Mrs T's subsidence claim after the FRL of April 2022 I think it's clear that it changed its position after the second surveyor's contribution. And I don't think that I can criticize an insurer for revisiting and reconsidering a claim, especially a complex one involving subsidence. And in this instance St Andrew's continued to consider Mrs T's claim, revisited the evidence, and appointed a further surveyor to independently review the evidence before accepting Mrs T's claim.

I understand that Mrs T wanted her claim accepted earlier but I can't criticize an insurer for looking again at a claim and re-evaluating its position. And, as I've already highlighted, it isn't the role of this Service to punish a business for any errors it made in any event.

Given all of this, I remain of the view that we can look at Mrs T's complaint about St Andrew's decision to change its mind and allow her claim as this decision was taken after its FRL of April 2022, but not the previous complaints or evidence considered previously. And having done so, while I can understand Mrs T's suspicion and frustration, I'm not upholding her complaint as I think St Andrew's decision to proceed with her claim, following input from a second surveyor who formed a different view, was reasonable.

My final decision

It follows, for the reasons given above, that I'm not upholding this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 10 February 2025.

Colin Keegan
Ombudsman