

## **The complaint**

Mr and Mrs A have complained that the actions of Chaucer Insurance Company Designated Activity Company ("Chaucer") stopped them from making a valid claim on the home emergency section of their property insurance.

Chaucer are the underwriters of Mr and Mrs A's buildings and contents policy i.e. the insurer. Part of this complaint concerns the actions of their claims handling agents – which I'll call D. As Chaucer have accepted they are accountable for the actions of D, any reference to Chaucer in my decision includes D's actions.

## **What happened**

In early 2023, Mr and Mrs A bought insurance for their property through an intermediary. The policy included buildings and contents insurance, which was underwritten by Chaucer and administered by D. And it included family legal protection and home emergency cover, which was underwritten by a different insurer I'll call B. B also used a separate company for claims administration.

Towards the end of 2023, Mr and Mrs A had a leak from the waste pipe of their bath, causing flooding on the floor below. They called a plumber, who advised them mice had chewed through the pipe. So they called a pest control expert to remove the mice ahead of repairs being made.

Mr A says he looked online about how to make a claim and was directed to D. He emailed D with details of what had happened. D set up a claim and asked Mr and Mrs A to provide photos of the damage and estimates for repairs.

In response, Mr A explained he and Mrs A wanted to recover the costs of calling the plumber and pest controller and didn't yet know whether there would be any claim for water damage. D passed this information to Chaucer, who confirmed that Mr and Mrs A had cover for damage arising from an escape of water, but damage caused by vermin was excluded. They suggested Mr A contact B to see if he could claim under his home emergency cover.

Mr and Mrs A contacted B. They say they were told the work they wanted to claim for would have been covered under the policy, but it was now too late to make a claim. So they lodged a complaint with Chaucer.

Mr and Mrs A said that, when they'd first tried to find out who to contact about a claim, only D's contact details had been displayed on the website. So that was who they'd contacted. And they said D's delay in suggesting they contact their home emergency provider had left them out of pocket.

In response, Chaucer said that Mr and Mrs A hadn't been clear they were only looking to be covered for the damage caused by the mice and, when Chaucer understood that, they'd explained that was excluded from Mr and Mrs A's buildings and contents cover. When Mr A had sent them extracts of his policy he thought show he and Mrs A did have cover, they'd identified he'd quoted the home emergency section and suggested Mr and Mrs A might want

to contact B. They said B's contact details and those of their claims handler appeared on the policy schedule and it was Mr and Mrs A's responsibility to log claims with the right company.

Mr and Mrs A didn't accept what Chaucer had said and brought their complaint to the Financial Ombudsman Service. Our investigator reviewed the information provided by both parties and concluded Chaucer didn't need to do any more to resolve the complaint. He was satisfied the policy schedule made clear that D only administered the buildings and contents insurance – not the home emergency cover.

Mr and Mrs A didn't agree with our investigator's view. So the matter's been passed to me to make a decision.

### **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 that, I'm not upholding Mr and Mrs A's complaint. I'll explain why.

I can only say Chaucer should do more to resolve Mr and Mrs A's complaint if I'm satisfied they did something wrong – and that Mr and Mrs A were disadvantaged by what happened. Mr and Mrs A's position is that it's Chaucer's fault they couldn't lodge a timely claim with B because Chaucer's website only directed them to D when they wanted to make a claim. I've thought about that.

Mr and Mrs A claim arose well over a year ago, in the latter part of 2023. There's no screenshots of the website dating from that time. The website now directs customers to first find who their insurer is and gives contact details for multiple providers. So, while I've no reason to doubt what Mr and Mrs A have said, I've had to look at other evidence to reach my decision.

When they referred their complaint to our service, Mr and Mrs A sent us a copy of their policy schedule. That includes a section headed "Your Policy Underwriters" and clearly sets out that buildings and contents insurance is both underwritten and administered by different companies from the home emergency provider. So I'm not persuaded Mr and Mrs A only had access to the information on the website to find out who they should contact.

Nor do I think it's fair for me to say Chaucer are responsible for Mr and Mrs A not contacting their home emergency provider more promptly. I've looked at the information they provided to Chaucer. They describe a leak from their bath, the steps they have taken to remedy what has happened and what more will be required. While Mr A expresses a hope that water damage will be limited, it's not clear to me that he didn't want to make a claim any water damage there was, but did want to make one for damage done by the mice.

Generally, it's for a customer to show that an insured event caused damage to their property. Insurers don't always require customers do this where a cause is apparent from the facts presented. Based on what was presented, I don't think it's unreasonable for Chaucer to have logged a claim for the damage the policy covers.

But I don't think it's reasonable to say they should have reviewed the whole of Mr and Mrs A's policy – including those parts they weren't responsible for – to advise on how they might be covered. I'm satisfied that, when Mr A asked them about the application of specific sections, they answered his questions promptly and directed him to B to ask about home emergency cover. I can't reasonably say they should have done more.

I appreciate Mr and Mrs A have said Chaucer's actions have left them out of pocket because B declined to consider their home emergency claim when they didn't make it promptly. They can, if they wish, pursue a separate complaint with B about that decision. But, for the reasons I've explained, I don't think Chaucer need to do any more to resolve the complaint Mr and Mrs A have made about them.

### **My final decision**

For the reasons I've explained, I'm not upholding the complaint Mr and Mrs A have made about Chaucer Insurance Company Designated Activity Company.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr A to accept or reject my decision before 21 May 2025.

Helen Stacey  
**Ombudsman**