

The complaint

Mrs T complains about Zurich Insurance Company's handling of a claim on her home insurance.

Mrs T is represented in this matter by her mother, who I'll refer to as Mrs R to distinguish them. I've referred to both in my decision.

What happened

Mrs T had a Zurich home insurance policy. Her home was badly damaged in April 2023 and she made a claim on her policy. In early 2024, she moved into alternative accommodation while her home was being repaired. Repairs were finally completed in July 2024 and Mrs T and her family moved back home later that month.

This is the third of three related complaints about Zurich's handling of this claim. This decision relates only to the following issues:

- Zurich didn't make clear what date she had to leave her temporary accommodation. This meant she had to take a half day off work on 31 July at very late notice to finish moving.
- Zurich's contractor reinstalled a cracked toilet instead of replacing it.
- Zurich delayed paying Mrs T her pet boarding costs.
- Zurich breached her security by adding her emails to another claim file.
- Her bath panel wasn't fitted correctly and was damaged.
- Zurich's communication to her was poor.

Zurich says, in summary:

- Its agent told Mrs R on 9 July that repairs had been completed, and asked Mrs T to move out of the property by 17 July. It believes this was "*reasonable time for the move to take place.*"
- The toilet was already cracked so wasn't covered by Mrs T's policy. It put her back in the position she was in before the claim when it reinstalled the cracked toilet.
- It accepted there was a two-week delay authorising a £770 payment for pet boarding.
- It apologised for uploading some of Mrs R's emails to another claim, but "*no personal data was breached by this error.*"
- Its contractor would repair any unresolved snagging issues under guarantee.
- It didn't agree that its communication about the claim was inadequate. It says its agent responded quickly to any queries.

Zurich offered Mrs T £100 to apologise for the delayed payment and the unresolved snagging issue. Mrs T didn't think this adequately compensated her for the problems she'd experienced and complained to this service.

Our investigator didn't recommend that the complaint should be upheld. He was satisfied

that Zurich had acted reasonably when it asked Mrs T to move out of her temporary accommodation. He thought it could have communicated better about the cracked toilet but didn't think it had to cover a replacement. He thought Zurich's £100 offer to apologise for the snagging issue and late payment was fair.

Mrs T didn't accept this, so the complaint was passed to me to make a final decision.

My provisional decision

I issued a provisional decision on this complaint on 30 May 2025. I said:

"The two major issues here are the date Mrs T had to leave her temporary accommodation, and Zurich's contractor reinstalling the cracked toilet.

Alternative accommodation

Mrs R says Zurich didn't tell her repairs to her daughter's home had been completed until "after the weekend following 9 July 2024." That would be sometime after 14 July. That's important because Mrs T's job makes it very difficult for her to take leave at short notice. I think it would be reasonable for Zurich to allow her at least one weekend to move.

I think Mrs R is mistaken about when she was told her daughter could move back home:

- *Zurich's email to her on 9 July 2024 said: "Regarding the present position, I understand that repairs were completed yesterday, 8 July 2024, which does mean that [Mrs T] should be able to return home in the very near future."*
- *A separate email from Zurich's claim handler to Mrs R on the same date said: "I will be asking [the accommodation provider] to stop the accommodation from the 17/07 onwards. I trust this provides enough time for [Mrs T] to vacate the accommodation."*
- *On 10 July, Zurich agreed to Mrs R's request to extend this to 18 July: "I will ask for the check [out] of the accommodation to be on the 18/07 as this will allow the required time."*

So I'm satisfied that Zurich told Mrs R on 9 July that her daughter could move back home and her alternative accommodation would end on 17 July. I'm also satisfied that this gave Mrs T the weekend of 13/14 July to move.

I'm conscious there were at least five different parties involved: Mrs T (and Mrs R on her behalf), Zurich's claim handler, Zurich's complaint manager, the alternative accommodation provider, and the contractor. This was further complicated by at least three different contractors being involved in the reinstatement works. All except the contractors were involved in the accommodation discussions. I think any confusion about the leaving date was primarily due to the number of different people involved, separate bilateral conversations taking place between Mrs R and Zurich/the accommodation provider, and Mrs R potentially being told slightly different things by different people.

For example, Mrs R provided us with a copy of a text exchange between her and a representative from the accommodation provider. This shows that on 17 July the accommodation provider agreed to extend the accommodation to 31 July. The same day, Zurich told her the accommodation "is still booked in full till the 01/08 and is waiting on myself to phone and cancel it." So it looks like Zurich/the accommodation provider extended Mrs T's temporary accommodation to 31 July.

Mrs T says Zurich agreed she could move out on 1 August but she was forced to take a half

day off work when it asked her to leave on 31 July instead. While I accept there might have been a misunderstanding about whether Mrs T would have to move out by 31 July or 1 August, I'm satisfied that Zurich told her she could move home on 9 July. There were three weekends between that date and 31 July. I think this was sufficient time for Mrs T to move. I don't agree that Zurich should compensate her for having to take a half day off work on 31 July.

Cracked toilet

Mrs R's emails on 24 February and 4 March 2024 confirm the toilet was damaged before the April 2023 claim ("cracked at base since installation"; "the surveyors and plumbers have agreed that the toilet was damaged before the strip out.") I'm satisfied that this pre-existing damage wouldn't have been covered by her policy, as Zurich explained.

However, in her 4 March email Mrs R told Zurich "the [contractor] will not refit a damaged toilet" because it "could go at any time." She explicitly asked: "who will replace the toilet? Please can this be sorted before the works begin in order to prevent an extended wrangle over the issue."

I found no evidence that this question was ever answered. In another email, Mrs R said Zurich told her on 24 June that it was waiting for quotes from its contractor but she'd heard nothing since then. She emailed the claim handler on 23 July: "I have just discovered that, despite all efforts to make sure that a new toilet would be fitted, the old one has been reinstalled."

I accept Zurich's point that the toilet wasn't included in the May 2024 schedule of works. However, given ongoing issues with repairs and accommodation, I can understand how Mrs T and Mrs R might have missed this. Also – as I've said above – there were several different contractors involved in the reinstatement works. The contractor that reinstalled the toilet may not have been aware of previous discussions about it.

Zurich's internal email on 15 August said: "it seems that somewhere along the line it was agreed that [the toilet] would be replaced as part of the claim. To make matters worse our contractor reinstalled the damaged toilet even though [Mrs T] had been trying desperately to arrange for someone to cover the cost given that the damage wasn't caused by her." I think that's a fair summary of the situation.

I don't think it was reasonable for Zurich's contractor to reinstall a broken toilet. I think Zurich could and should have resolved this issue earlier. While I accept the damage wasn't covered by the ongoing claim, I think this should have been clarified so that Mrs T could buy a new toilet and have this installed before she had to move into her home. I also think it might have been much easier if Zurich had simply agreed to replace this. I think this would have demonstrated goodwill at the end of an extremely fraught claims process.

Other issues

I find that:

- Zurich's internal notes show it authorised the £770 pet boarding payment on or around 24 July. It didn't pay this until 12 August. Zurich has apologised for this delay.
- The snagging issue with the bath panel wasn't fixed until November 2024. I don't see why this couldn't have been done sooner.
- Zurich's records show that Mrs R was frustrated that some of her calls/emails weren't being answered promptly. As I've said above, I think this was partly due to the number of parties involved and the need to confirm who was saying what. But, given

some issues had still not been resolved 18 months after the claim was first made, I think Zurich's communications could have been better.

- *Zurich accepts that it added Mrs R's emails to the wrong claim. I can't see that this caused Mrs T any detriment other than potentially delaying replies to her mother's emails, but I understand why this would have added to her frustration about Zurich's handling of the claim.*

This was an incredibly difficult period for Mrs T and her family. This was a complex claim which took almost 18 months to resolve and included multiple moves into different properties between March and July 2024. I'm also conscious that there had been previous failings by Zurich – particularly around accommodation and repairs – which have been considered separately by this service. I think all of this would have added to Mrs T's distress during these final stages of the claim.

In the circumstances, I don't think Zurich's offer is adequate. Having considered the level of award made by this service in similar cases, I think it should pay her £250."

Responses to my provisional decision

Mrs T accepted my decision and had nothing to add.

Zurich was disappointed I changed the investigator's recommendation. It asked me to reconsider this or explain how I reached my figure of £250. It said:

- My provisional decision mentioned the two previous complaints for this claim. Mrs T has received £1,400 compensation for these.
- This complaint focuses on what happened in a two-month period between 9 July and 16 September 2024.
- I didn't uphold the accommodation issue and felt "*most of the issues weren't upheld.*"
- It responded to Mrs R "*in reasonable timescales... and were in touch with [Mrs R] nearly every day during this period, until mid-August.*"
- It agreed a payment was delayed and some snagging issues needed to be resolved.
- It wasn't aware of any further snagging issues and Mrs T didn't raise a further complaint about this.
- My proposed award would bring the overall compensation to £1,650, which "*would fall under the severe category.*" It doesn't believe that's appropriate in this case.
- It believes £1,500 total compensation "*should recognise the substantial disruption*" to Mrs T during the claim.

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 understand Zurich's arguments. However, as I said in my provisional decision:

- Zurich's contractor installed a damaged toilet. I don't think that was reasonable.
- Mrs R had asked Zurich to sort out the issue before reinstatement works began. She did this in March, more than three months before the works started. It failed to do so.
- The pet boarding payment was unreasonably delayed, as Zurich acknowledged.

- Mrs R highlighted the problem with the bath panel in July, but it wasn't repaired until November. Mrs R complained to Zurich about this, so I'm satisfied she didn't need to raise a new complaint.
- Zurich's claim notes show several occasions where Mrs R's emails and/or phone calls went unanswered. At least some of this was because Zurich added Mrs R's emails to the wrong claim.

I think these failings were made worse by two things. First, Mrs T had already suffered significant distress and inconvenience because of Zurich's poor claims handling and had made two complaints about this (February and May 2024). She might reasonably have expected Zurich to improve its handling of her claim. Instead, it continued to fail her and she had to complain yet again. Second, Mrs T might reasonably be considered a vulnerable consumer. Zurich was aware of this.

Our website gives examples of the range of awards we make for distress and inconvenience. The failings above were of more than minimal impact, lasted several weeks, and took a reasonable effort to sort out. This puts the compensation for this complaint alone in the £100-£300 range. In my opinion, the circumstances of this complaint warrant an award towards the upper end of that range.

Zurich highlighted the total compensation across Mrs T's three complaints. As it said, this service awarded Mrs T £1,400 for her two previous complaints. My award for this complaint would take total compensation for the claim to £1,650.

As Zurich might expect, I'd already considered this. I think its failings throughout the claim caused Mrs T serious disruption to daily life and sustained distress over more than a year. I'm satisfied that a total award of £1,650 to reflect the distress and inconvenience Zurich caused her is consistent with the case studies on our website and the awards made by this service in similar circumstances.

For the reasons above, I see no reason to change my provisional decision.

My final decision

My final decision is that I uphold the complaint and order Zurich Insurance Company to pay Mrs T £250.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 17 July 2025.

Simon Begley
Ombudsman