

The complaint

Ms B complains about St Andrew's Insurance Plc ("SAI") and the way her home insurance claim has been handled.

What happened

The claim and complaint circumstances are well known to both parties. So, I don't intend to list them chronologically in detail. But to summarise, Ms B held a home insurance policy, underwritten by SAI, when her home was damaged by a leak in 2020. So, she contacted SAI to make a claim.

Ms B was unhappy with the way SAI handled her claim from this point. So, she raised several complaints over the claim lifetime. More recently, in 2024, Ms B raised issues that included, and were not limited to, her unhappiness with new issues that had presented themselves with her shower, and the service SAI had provided to her overall, highlighting how this had impacted her both financially, and emotionally.

SAI provided complaint responses to these issues in July and November 2024, paying Ms B a total of £2,500 compensation. In short, SAI accepted there had been poor communication, poor workmanship and a poor level of service overall and the payments made were intended to compensate Ms B for this. But Ms B remained unhappy, so she referred her complaint to us.

Our investigator looked into the complaint and upheld it. Both parties have had sight of this outcome, so I won't be recounting it in detail. But to summarise, our investigator set out why they were satisfied SAI had already accepted multiple service failings. But they didn't think the £2,500 was enough to compensate Ms B appropriately. So, they recommended SAI pay Ms B an additional £1,000, whilst directing SAI to ensure reinstatement works were concluded or pay Ms B the appropriate cash settlement to arrange this herself. They also directed SAI to ensure Ms B was reimbursed any outstanding claim costs she had incurred directly, included any interest charges she had need to pay. And they directed SAI to ensure any future claim costs were paid within seven days of receiving proof of payment.

SAI accepted this recommendation. But Ms B didn't, providing several comments setting out why. These included, and are not limited to, an outline of the costs she feels SAI should cover, including counselling costs and costs to maintain and clean her garden. She also set out the costs she wanted SAI to agree to cover before agreeing any final rectification work, before outlining why she felt the compensation paid to her should be increased significantly to consider the impact to her over the full lifetime of the claim.

Our investigator's view remained unchanged, highlighting the period of time our service was able to consider under the rules our service works within, considering SAI have provided several complaint responses more than six months before Ms B contacted our service. As Ms B didn't agree, the complaint was passed to me for a decision.

I issued a provisional decision on 2 September 2025, where I explained my intention to uphold the complaint, with additional reasoning to that provided by our investigator. Within

that decision I said:

“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, it’s my intention to uphold the complaint for broadly the same reasons as the investigator. But I want to provide additional clarification and reasoning to both parties, giving them an opportunity to consider and if necessary, respond. I’ve focused my comments on what I think is relevant. If I haven’t commented on any specific point, it’s because I don’t believe it’s affected what I think is the right outcome.

Before I explain why I’ve reached my intended decision, I want to make it clear what I’ve been able to consider, and how. I recognise Ms B would like any intended direction, and compensatory payment, to consider the impact she’s been caused through the lifetime of the claim from it originally being made in 2020.

But I’ve seen SAI provided complaint responses to Ms B in May, June and November 2022 as well as June 2023, all of which provided Ms B with the relevant six-month time period to refer her issues to our service, should she remain unhappy. But I can’t see Ms B did contact our service until August 2024.

So, in line with the rules our service work within that are set by the industry regulator, I’m unable to consider the complaint points these responses addressed, the impact Ms B was caused by these and crucially, the events that occurred prior to these.

Instead, my decision will focus on the complaint points addressed by SAI in their complaint responses issued in July and November 2024. And the impact Ms B was caused by these issues from 9 June 2023, the day after SAI’s complaint response before these, up to the date of SAI’s response in November 2024.

I also recognise that as Ms B’s claim remains ongoing, events are likely to have moved on past this date. And I do note SAI issued a further complaint response in July 2025, which was provided after our investigator’s view.

But as this was provided after our investigation began, this complaint response, and the issues it addresses, hasn’t been considered within this decision. Should Ms B remain unhappy with this response, and the events that have occurred after November 2024, this would need to be considered by our service separately under a new complaint reference.

I also want to make it clear that it’s not my role, or the role of our service, to act as a claim handler. So, I won’t be speculating on what I believe SAI should do to bring Ms B’s claim to a conclusion. Instead, it is my role to consider the actions SAI took between 9 June to 6 November 2024 alongside their complaint responses to decide whether they acted fairly and reasonably and where I’m not satisfied they did, decide what SAI should do to reasonably put things right, considering the compensatory payments they have already made.

And when doing so, I want to reassure Ms B I’ve thought carefully about all the representations she’s made, alongside the evidence and information that’s been supplied. But in line with our services informal approach, as an alternative to the courts, I won’t be commenting on every complaint or point she’s raised. Instead, my decision will focus on the points I’m satisfied are pertinent to the decision I’ve reached.

In this situation, I’m satisfied SAI have already accepted there have been multiple failings by

them since June 2023, relating to poor workmanship, communication and service overall. As SAI have already accepted this, I don't intend to discuss the merits of Ms B's complaint in great detail, as the majority of this isn't disputed. So, my decision will focus mainly on what does remain in dispute, which centres around what SAI should do to put things right.

But for completeness, I want to make it clear that following my own review, I'm satisfied it's clear SAI have failed to process Ms B's claim as I'd expect, after new issues were identified which led to her and her family needing to re-enter alternative accommodation. By this point, Ms B's claim had been ongoing for a significant period of time, and I would have expected SAI to take reasonable steps to minimise the inconvenience caused to her and her family. And I'm not satisfied SAI did.

So, as already set out above, I turn to what SAI should do to recognise their failings, and the impact caused to Ms B.

Putting things right

When deciding what SAI should do to put things right, any award or direction I make in intended to place Ms B back in the position she would have been in, had SAI acted fairly in the first place.

In this situation, had SAI acted fairly, I'm satisfied they would have acted more proactively to minimise the disruption to Ms B and her family. And to ensure that any further rectification works were carried out effectively, in a timely manner. But I'm not satisfied they did.

This left Ms B and her family needed to re-enter alternative accommodation. And I can understand how traumatic this would have been, as she had already been out of her home for a period of time earlier on in the claim process. While I can't consider the impact that period had on her within this decision, it's still relevant when considering the impact re-entering alternative accommodation had.

I can also appreciate how this previous experience would heighten the stress caused to Ms B and crucially, her wish for her claim to be concluded efficiently and correctly, without the need for further work or additional damage caused.

I can also understand why Ms B would have reservations about the aptitude of SAI, and their contractors, to complete this work and spend more time than would usually be expected engaging with the claim process to satisfy herself the right works would be carried out to ensure a repair was lasting, and effective, as our service would expect.

So, I would expect any compensation offered, and paid, by SAI to appropriately consider the above. I note our investigator recommended SAI pay a further £1,000 in compensation, taking the total compensation payable for the complaints and time I can consider to £3,500 in total, which SAI have already accepted. On top of this, our investigator directed SAI to pay any outstanding claim costs Ms B incurred, including interest she accrued. And, that any further claim costs be paid within seven days, upon receipt of proof of payment by SAI. Finally, they recommended SAI ensure any further repairs are completed without avoidable delay, or a cash settlement offered to allow Ms B to arrange these herself.

Having considered this increase, and the additional directions, I'm satisfied it is a fair one, that falls in line with our services approach and what I would have directed, had it not already been put forward.

I'm satisfied it is significant enough to recognise the multiple failures already accepted by SAI over an extended period of time, while also fairly noting how the previous issues this

decision can't consider would have increased the stress, worry and concern Ms B felt. But I'm satisfied it also reflects the fact that this compensatory amount is limited to the impact caused to Ms B from June 2023, and not from the beginning of the claim, for the reasons I've already outlined above.

I'm satisfied it also fairly takes into consideration the potential financial loss caused to Ms B, considering SAI's own admission that repayment of costs Ms B incurred, such as alternative accommodation, weren't always paid as efficiently as they should have. Considering the amounts Ms B was needing to pay upfront, I'm satisfied it was reasonable for Ms B to have utilised credit facilities to make these and I wouldn't expect Ms B to be expected to bear the interest costs these may have amassed. So, to place Ms B back in the position she should have been in, SAI should ensure any outstanding claim costs covered by her policy, and any interest Ms B incurred due to these, are reimbursed in full, subject to satisfactory evidence of these being supplied.

And considering the number of errors that have incurred, which include late payments, I can understand why Ms B would hold a concern about similar issues occurring again. So, I'm satisfied a direction to SAI that any future claim costs are paid within seven days from receiving proof of these to be a reasonable one, to try and prevent similar errors moving forwards.

Finally, it's clear, and accepted by SAI, that the claim has been ongoing without conclusion for longer than it should have been. So, I'm satisfied it's reasonable to direct SAI to ensure the claim is concluded, with the appropriate repair work completed, without further delay. Or, that Ms B is given the option to take a cash settlement that allows her to arrange these herself, based on quotes she can source. This should provide Ms B with the reassurance that her claim won't continue to age unnecessarily and should prevent further distress and inconvenience to her. So, these are payments and directions I intend to direct SAI to make and put in place.

I understand this isn't the outcome Ms B was hoping for. And again, I want to reassure her I've thought carefully about all the points she's raised, including her breakdown of costs she wants covered, and why she feels the compensation should be increased significantly beyond what I've spoken to above.

But I note SAI responded to Ms B's request for counselling costs in their July 2025 complaint response, that I can't consider. So, these would need to be considered separately by our service should Ms B remain unhappy about these. And while I recognise Ms B's concerns about her garden, and I do recognise the difficulty being out of her home to maintain her garden posed, it did ultimately remain Ms B's own responsibility to maintain her garden during this time. That being said, I'm satisfied the significant compensatory payment directed, that SAI have accepted to pay, fairly considers the financial impact Ms B says she faced needing to clean and maintain her garden while she was out of her home, and the inconvenience this would no doubt have caused.

I also want to be clear that, as our service is unable to act as a claim handler, I'm unable to tell SAI what they should do, and what costs they should incur, to ensure Ms B's home is repaired to the standard she would expect.

This includes her wish for an agreement of costs to obtain expert reports and plumbers fees. Should SAI undertake the repair work they feel is required, based on their own professional opinion and the expert opinions they obtain from their agents, and they fail to provide a lasting and effective repair, Ms B would be entitled to raise new complaints about this."

Responses

SAI responded to my provisional decision accepting its contents and the proposed directions I put forward. Ms B didn't reply by the deadline provided and so, I've assumed she has no further comments to provide.

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 see no reason to change my initial conclusions. Neither party have returned to provide further comments, or additional information, setting out why they disagree with my intended decision and so, my initial decision that SAI acted unfairly, and the reasoning behind this, remain the same.

Putting things right

Again, my provisional decision laid out in detail what I intended to direct SAI to do. As my conclusions remain the same, I'm now directing SAI to take these actions, which are laid out below.

My final decision

For the reasons outlined above, I uphold Ms B's complaint about St Andrew's Insurance Plc and I direct them to take the following action:

- Pay Ms B an additional £1,000 compensatory payment;
- Pay any outstanding claim related costs owed to Ms B, which includes any interest charges she has incurred, subject to satisfactory evidence being provided;
- Ensure any further claim related costs paid by Ms B are paid within seven days of receiving proof of payment; and
- Ensure any remaining works are agreed, and carried out, without avoidable delay. Should this not be possible, or can't be agreed, SAI should offer Ms B the option to receive a cash settlement amount that allows her to complete this work herself, based on quotes she receives.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 15 October 2025.

Josh Haskey
Ombudsman