

The complaint

Mr B complains about how Ocaso SA, Compania de Seguros y Reaseguros handled a claim he made following damage to his property.

Reference to Ocaso includes its agents.

What happened

Mr B benefits from a buildings insurance policy as the leaseholder of a property. When his property was damaged in 2021, he made a claim to Ocaso.

Following a dispute with the tenants in Mr B's property the claim paused before later resuming. It started to progress in May 2023 once the tenants had left.

Mr B complains about the progress of that claim. He says communication throughout has been very poor, leading him to chase for updates on multiple occasions. He's said there have been delays in progressing the claim. He's said there were issues with the first scope of work and that it didn't include everything. He said he has concerns around the safety of the boiler and thinks this should be looked at.

Mr B said he lost confidence in Ocaso's contractors' ability to adequately scope and carry out the required work and felt that an independent surveyor should be appointed, paid for by Ocaso, to scope the work. He said he should be allowed to choose who carries out the work but wants an independent surveyor to oversee it, funded by Ocaso.

In November 2024, Ocaso responded to Mr B's complaint. It didn't agree to appoint or fund an independent surveyor. It said this wasn't part of the agreement it had with the policyholder, the freeholder of the property. It said as a result, to move the claim forward, Mr B needed to allow it to carry out the repairs noted on the revised scope of works. It said if any further damage, covered by the policy, was discovered while the reinstatement works were being carried out, these would be repaired too. Regarding the boiler, it said this would be addressed during reinstatement works, not before.

Ocaso acknowledged there had been delays and that its communication was poor. It offered Mr B £300 compensation as a result.

Mr B didn't think this was enough and brought his complaint to us. He said all the time this has been going on he's been paying his mortgage on the property and hasn't been able to rent it out. He doesn't think it's fair that Ocaso won't authorise and pay for someone independent to scope the work and oversee its completion.

He said the second visit wasn't what Ocaso said it would be. He said this fed into his concerns that he wasn't being listened to, as well as firming up his belief that Ocaso's contractors weren't capable of completing the job to the required standard.

Mr B said the boiler should be looked at separately, before the reinstatement work is carried out.

Our Investigator recommended Mr B's complaint be upheld, in part. She thought Ocaso was acting reasonably when not agreeing to appoint an independent surveyor. And she thought its stance on the boiler was reasonable too. But she thought there were delays and poor communication throughout the claim, up to the point Ocaso sent its final response letter in November 2024. She didn't think £300 was enough to reflect the distress and inconvenience caused to Mr B and recommended Ocaso increase its compensation to £450.

Mr B didn't agree, he pointed out that he finally got the revised scope of work in January 2025. He said he should have been given this much sooner. He said it was essential he saw the scope of works to allow him to find builders to complete the works.

Our Investigator didn't change their mind. They acknowledged the scope of works should have been sent much sooner. But they thought the claim had stopped progressing mainly as a result of the dispute around the independent surveyor and the issues around the boiler and when those would be addressed. So, she didn't think any more compensation was due other than what she'd recommended.

Ocaso agreed. Mr B didn't and asked for an Ombudsman's 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 so, I'm coming to the same outcome reached by our Investigator. I'll explain why.

While I've considered everything that's been sent, I'll not commenting on every bit of evidence or argument raised. Instead, in line with our role as an informal service, I'll comment on what I consider to be key to the dispute.

Independent surveyor

It's evident that the complaint has come to an impasse over a dispute about who will carry out the scope of work, and the reinstatement itself. Mr B says he's lost confidence in Ocaso's contractors following their first scope of work. Ocaso says it has an agreement in place with the freeholder which means it needs to use the contractors it's appointed to this claim.

I've not seen any agreement, nor have I seen anything in the policy which says such contractors must be used. Like most comparable policies, this one contains a term saying Ocaso has *"the discretion following a claim to make payments in money or effect necessary repair, replacement or reinstatement"*. But this doesn't mean Ocaso can't allow another contractor to carry out the work or even pay Mr B to carry it out. It merely means the choice lies with Ocaso. We'd expect it to exercise that choice fairly and reasonably though.

Here, I've not seen anything to persuade me it's not exercised that choice in such a way. There are occasions where it's clear that the relationship between the two parties (the claimant and contractor) has broken down so much that the appointment of an independent party is the most pragmatic and sensible way to move a complaint forward. But I'm not persuaded that's the case here (although I appreciate Mr B may disagree with me on that).

From what I've seen, there was a dispute about the first scope of works and since there's been a dispute surrounding when the boiler and its safety will be assessed. At this stage I think it was reasonable that a second scope of works was drawn up. I'm satisfied Ocaso's

stance on when the boiler will be looked into is reasonable too.

I've not seen anything to persuade me the contractors appointed by Ocaso aren't cable of carry out the work to a required standard.

It follows then that I don't require Ocaso to appoint an independent surveyor to scope the work needed, or to oversee its completion.

As our Investigator pointed out, if Mr B wants to cash settle the claim and carry out the repairs himself, subject to the freeholder agreeing that (I'm not party to any agreement between Mr B and the freeholder), then this may be an option. But because this would be requested by Mr B, Ocaso would only need to pay what it would cost it to carry out the work.

Delays and communication

It's evident there have been delays throughout this claim and the communication has been poor. Ocaso has acknowledged as such.

Since the claim began again in May 2023, up to the point Ocaso sent its final response letter in November 2024, there have been numerous delays, most of which were between two and three months long. There's a longer delay following the second scope of works being drawn up and this being provided to Mr B. That scope was drawn up in July, it wasn't authorised until November and not sent to Mr B until January. That's too long.

Communication has been poor throughout the claim, with Mr B having to chase much more than he should have.

Distress and inconvenience

In determining what Ocaso should do to put things right for Mr B, I've considered the distress and inconvenience caused and tried to determine whether Ocaso is responsible for it.

It's clear the second site visit has caused distress to Mr B. It's evident that didn't go as he thought it would. But I can't fairly say Ocaso gave him a wholly incorrect expectation. Following that visit his concerns around the boiler were passed to Ocaso and much of them were answered – although I appreciate he's not happy with that answer.

Communication throughout has clearly caused Mr B distress and inconvenience, with him having to chase much more than can reasonably be expected.

Delays too have caused distress and inconvenience.

But I'm also aware much of the distress, and indeed the lack of progression on the claim stems from a dispute around who will carry out the repairs, when the boiler will be looked and the appointment of an independent surveyor.

I understand Mr B has said he's been paying for the mortgage on the property throughout the claim, but that's something he always would have had to pay. He's said he's not been able to rent the property out too. But we've been given no information in this. It's not clear whether he's claimed for loss of rent through the policy, or if he's just saying it's a consequence of the delay in settling the claim. Either way, because we've not been provided detail on it by either party, it's not something I've considered in this decision.

So, I have to ask myself, "What has caused the distress and inconvenience here, the dispute or the delay?". And I realise any answer I reach may not be the same one reached by Mr B

or Ocaso. But in considering that question, I'm persuaded that there is clearly some distress and inconvenience caused by the poor communication and the delay. But I'm not persuaded the delays caused by Ocaso are the main reason the claim hasn't progressed and I think that's a cause of a large amount of distress and inconvenience Mr B experienced. That, I'm more persuaded is a result of the dispute. And I'm minded Mr B let Ocaso know of his request for an independent surveyor's involvement in July 2024.

So undoubtedly, the largest delay, caused by Ocaso was in the second scope of works being sent to Mr B and that delay shouldn't have happened. But that delay happened after the dispute surrounding the appointment of an independent surveyor. And that dispute, regardless of anything else, meant the claim didn't progress. So for that reason, I'm not persuaded that the claim would be any further on had that second scope been sent to Mr B any earlier.

That said, its late sending, as well as the other delays and poor communication has, as I've mentioned, caused Mr B distress and inconvenience.

But, like our Investigator, I'm satisfied a fair amount of compensation for that is £450. I'm satisfied this is in line with our guidance for such awards where the distress and inconvenience lasts many months, such as the case here.

My final decision

For the reasons set out above, my final decision is that I uphold this complaint. To put things right, Ocaso SA, Compania de Seguros y Reaseguros should pay Mr B a total of £450 compensation in relation to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 24 September 2025.

Joe Thornley
Ombudsman