

The complaint

Ms P complains about the way Ocaso SA, Compania de Seguros y Reaseguros ('Ocaso') handled an escape of water claim she made under a buildings insurance policy.

What happened

Ms P is lessee of a flat insured under a block buildings insurance policy underwritten by Ocaso. The freeholder of the property and policyholder is her local council and she is a potential beneficiary under the insurance policy.

Ms P raised a claim in 2018 following water damage to her flat caused by the property above hers. Ocaso accepted there was cover and appointed a loss adjuster to manage the claim and begin reinstatement works. However, Ms P was unhappy with how they were handling the claim and raised a number of complaints, which were ultimately referred to this Service. An Ombudsman considered those previous complaints and issued a final decision in January 2025 in which they said Ocaso should liaise with Ms P and finalise any outstanding works included in the most recent scope of work and pay £200 compensation. Ms P accepted that final decision, but she remained unhappy with several aspects of how Ocaso were continuing to handle the claim and raised a further complaint in January 2025 in which she outlined there had been delays in completing the snagging works required, concerns about alternative accommodation, and the overall level of service received.

A response was provided to Ms P's complaint in March 2025 which said that earlier plans for works had not progressed and that subsequent attempts to agree a start date had been unsuccessful. Ms P disagreed with the response to her complaint – so, she brought it to this Service.

An Investigator looked at what had happened but didn't recommend the complaint should be upheld. They set out that they'd seen evidence Ocaso had offered a date in March 2025 for repairs to start but because Ms P hadn't accepted the proposed dates, repairs couldn't start. The Investigator also explained Ms P would need to agree a start date for the reinstatement works before alternative accommodation could be discussed but noted Ocaso had set out why the nature of the repairs did not warrant alternative accommodation. Overall, the Investigator felt that, between August 2024 to March 2025, Ocaso's handling of the claim hadn't been unreasonable or unfair.

Ms P did not agree with the Investigator's outcome. She maintained it was based on an incomplete and inaccurate account of events and said key correspondence hadn't been properly considered. She said dates she had proposed hadn't been responded to and she maintained that Ocaso's agents had cancelled proposed works. Miss P also said the Investigator had unfairly limited the scope of their review outcome which she felt was unfair, particularly given her health circumstances.

Miss P asked for an Ombudsman to consider the complaint -so, it's been passed to me to decide

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've reached the same overall conclusions as the Investigator, and I do not uphold this complaint.

I acknowledge I've summarised Ms P's complaint in less detail than she's presented it. Ms P has provided several detailed submissions about why she disagreed with the Investigator's recommended outcome. However, I haven't commented on each and every point she's raised. Instead, I've focussed on what I consider to be the key points I need to think about in order to reach a fair outcome; which reflects the informal nature of this Service. I assure Ms P, however, that I've read and considered everything she's provided.

I also need to outline what period I will be considering as part of my decision. This is the third complaint about the same underlying claim this Service has considered. And as the Investigator previously explained, an Ombudsman previously issued a final decision in January 2025 which resolved events up to 18 August 2024 and Ms P accepted this decision. As such, I am unable to revisit any matters that previous decision considered, and I will only be considering the period of 19 August 2024 to 21 March 2025. Anything that's happened since that date would form part of a new complaint.

Did Ocaso progress the claim fairly?

Ms P says Ocaso and their agents delayed progressing the outstanding works and she wasn't responsible for the lack of progress. She disputes that she failed to engage with proposed repair dates and says dates she put forward weren't responded to. She also says proposed works were cancelled by Ocaso and their agents, not by her.

From the evidence I've considered, Ocaso tried to progress the claim by seeking to agree repair dates. Ms P had indicated availability during November 2024, and Ocaso followed up to ask whether works could commence on a specific date. But I haven't seen evidence that Ms P confirmed the date was convenient. And without this confirmation, the works couldn't reasonably proceed. I recognise that, in early-2025, Ms P provided her preferred dates for March 2025 and Ocaso then proposed a start date of 31st of March 2025. I accept this date fell outside of Ms P's preferred window and that she asked further questions about the scope and timing of the works. But again, the proposed date wasn't confirmed. And in the absence of an agreed start date, I don't think Ocaso could reasonably have progressed the works.

Ms P has also said that some of the information relied on by Ocaso or their agents is inaccurate and has described it as falsification of records. I've considered these concerns carefully, but my role is not to determine whether allegations of misconduct have occurred. My role is to decide whether Ocaso acted fairly overall when trying to progress the claim. And having considered the available evidence, I'm satisfied that Ocaso reasonably sought confirmation of repair dates before proceeding, and that the work couldn't move forward without that agreement.

Alternative accommodation

In relation to alternative accommodation being provided, I don't find that Ocaso acted unfairly here. Alternative accommodation isn't something assessed in isolation during the claim. Whether it is provided or not depends on the nature, extent, and timing of the required repair works and whether a lack of essential facilities in the property would render it

uninhabitable. As the Investigator previously set out, in order for alternative accommodation to be considered, repair dates would need to be agreed in the first place. But here, no repair start date had been agreed. And Ocaso had also explained why, based on the proposed scope of works, they didn't think the property's kitchen would be unusable. In those circumstances, I'm not persuaded Ocaso acted unfairly by not arranging alternative accommodation for Ms P.

Ocaso's overall handling of the claim

I understand that Ms P has raised broader concerns about how Ocaso handled her claim, and she's explained she has experienced health issues during this time. I was sorry to hear this and I recognise that dealing with an insurance claim alongside health issues can be difficult. I've taken those points seriously when considering this complaint and deciding whether or not I find Ocaso acted fairly.

There will always be some level of inconvenience during an insurance claim. But my role is to determine whether Ocaso did anything to cause additional distress or inconvenience, over and above what I would consider to be expected in a normal claims process. But between the period I can consider from August 2024 to March 2025, I'm not persuaded the available evidence demonstrates Ocaso acted unfairly or unreasonably in how they handle the claim.

During that period, I think Ocaso took reasonable steps to try to progress the outstanding works by seeking to agree with their start dates. But without an agreed date, they weren't in a position to proceed with the works or take matters further for Ms P. I'm also satisfied they took Ms P's health considerations into account when dealing with this claim, including pausing the claim when appropriate and allowing flexibility around dates. However, these circumstances do not mean I think Ocaso acted unfairly by waiting for confirmation of preferred dates before progressing the claim.

In those circumstances, I don't find the lack of progress during the period I'm considering was due to any failing by Ocaso or their agents. Instead, I think they arose because a repair start date couldn't be confirmed. And, taking everything into account, I'm satisfied Ocaso's handling of the claim during this period was fair and proportionate.

My final decision

For the reasons I have set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 18 February 2026.

Stephen Howard
Ombudsman