

The complaint

A limited company, which I will refer to as C, complains about the handling of its commercial property insurance claim by Arch Insurance (UK) Limited.

What happened

The following is intended only as a summary of the events. Additionally, although other parties have been involved, I have just referred to C and Arch for the sake of simplicity.

C owns the leasehold of a building that it uses for its business of, what I will refer to as, wholesale distribution. C held a commercial insurance policy underwritten by Arch. In 2021, C notified Arch of damage to the building. Following investigations, this was shown to be caused by subsidence. However, the investigations into the ultimate cause of this have been lengthy, including periods of monitoring, etc. C's business has also seemingly been disrupted by some of these investigation works.

C has raised a number of complaints about this process over the past few years. Arch issued final response letters in 2021, 2022, 2023, and 2024. C has referred issues relating to the handling of the claim over this period to the Financial Ombudsman Service before. And I have issued a decision today explaining why consideration of many of these issues falls outside of the jurisdiction of the Financial Ombudsman Service. I do not intend to repeat this here.

In April 2025, C complained that Arch's agent failed to attend the site with appropriate equipment to carry out the required assessment in April 2025. C also raised concerns about whether the effects of vibrations had been taken into account as part of the claim and whether the monitoring was being carried out in appropriate locations.

I understand that matters have been progressing since that time. And that C has raised further complaints about particular issues – as well as having more general concerns. But those issues do not form part of the current complaint. Hopefully matters are moving to the point where the claim will be resolved and repairs completed, etc.

Arch responded to C's April 2025 complaint, saying that short notice had prevented its agent having the appropriate equipment. And confirmed that the effects of local demolitions would be taken into consideration. Arch did not uphold the complaint.

C referred its complaint to the Financial Ombudsman Service. Our Investigator explained that he was limited to considering the specific issues of this complaint, rather than the wider circumstances. But he did think that the complaint should be upheld. He thought Arch's agent ought to have been aware of the location of the high-level studs that needed to be accessed, And should have attended with appropriate equipment.

Our Investigator thought about the impact that this had on C. And, having done so, recommended Arch pay C £100 compensation.

Arch agreed with this, but C did not. C felt that the examples of compensation on the

Financial Ombudsman Service website did not take into account commercial complainants. And the level of award would not act as a deterrent for future bad practices. C also considered the other complaints should be considered alongside this one.

As our Investigator was unable to resolve this complaint, it has been passed to me for 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 so, I have reached the same conclusions as our Investigator. I've explained why below.

Firstly, I will just repeat that the summary above is just that. It is not intended to detail all of the points made by the parties in their submissions. Similarly, I have not commented on each of the issue or arguments within this decision. Instead, I have focused on what I consider to be the key issues. This is not intended as a discourtesy, but rather reflects the informal nature of the Financial Ombudsman.

I do appreciate that C would like all of its concerns addressed. However, the Financial Ombudsman is required to act according to the framework and rules that govern us. These set out the limits of our jurisdiction, including the requirement for complainants to refer their complaints within particular timeframes. I have addressed this in more detail in the other final decision I have issued to C today. Ultimately, in this decision, I am only able to address the concerns that arose in April 2025.

Having said that, I am conscious of the background leading to this point in time. Arch has, over the course of a number of complaint responses, agreed that the claim has not been handled as well as it ought to have been. This will no doubt have compounded the frustration that the director of C experienced when further issues have arisen.

However, whilst I can appreciate this, the complainant in this case is C. C is a limited company and, as such, is unable to experience frustration or distress. C can be inconvenienced, but it is challenging to see that inconvenience from a new event is greater than it otherwise would be due to previous events having caused earlier inconvenience. To my mind, inconvenience is isolated to the event that causes it.

I should also point out that it is not the role of the Financial Ombudsman to punish businesses. Any compensation should be proportionate the detriment caused.

I agree with our Investigator that Arch's agent ought to have attended the premises with appropriate equipment, and Arch has also not disputed this following the Investigator's opinion. So, in this complaint, all I need to assess in terms of this is the inconvenience caused by this failure.

Arch had to rearrange a date for a second visit and this caused a delay in terms of the progression of the claim. There will no doubt have been some inconvenience as a result of this. But I do not consider this would have been significant.

I note that C also raised concerns about the monitoring that was going to be required at that time. Matters have, I understand, advanced in the six months since these concerns were raised. My understanding is that monitoring has confirmed the stability of the building in question and that repairs are now to proceed. So, I have not commented on these aspects in

this decision. The Financial Ombudsman is, by its nature, backward looking. Were we have jurisdiction, we consider what has happened and whether this was done appropriately. If C is concerned about the monitoring that has taken place since it raised its concerns, I consider this would be best dealt with separately. I am unable to comment, in this decision, about events that had not yet taken place at the time of the complaint.

My final decision

My final decision is that I uphold this complaint.

Arch Insurance (UK) Limited trading as Arch Insurance International should put things right by paying C £100 compensation if it has not already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask C to accept or reject my decision before 28 November 2025.

Sam Thomas
Ombudsman