

complaint

Miss T is the leaseholder of a flat of which Mrs B is the freeholder. So although the policy is held in Mrs B's name, it is actually Miss T who is making this complaint.

Miss T's complaint is about the way that CIS General Insurance Limited has been handling a claim made for water damage to her flat.

background

I have attached my provisional decision from September 2015, which forms part of this final decision. In my provisional decision I set out why I was thinking of upholding Miss T's complaint. I invited both parties to provide any further submission they may wish to make before I reached a final decision. No responses were received.

my findings

I've reconsidered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. As none of the parties has provided any further evidence or arguments for consideration, I see no reason to depart from the conclusions set out in my provisional decision.

It follows that I uphold Miss T's complaint.

my final decision

My final decision is that I uphold Miss T's complaint. CIS General Insurance Limited should pay Miss T £750 compensation for her trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 9 November 2015.

Carole Clark
ombudsman

COPY OF PROVISIONAL DECISION

complaint

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Miss T's complaint is about the way that CIS General Insurance Limited has been handling a claim made for water damage to her flat.

background

Miss T made a claim for water damage in March 2013. Works to Miss T's property hadn't been completed by March 2014 so Miss T made a complaint to CIS about delay and the standard of the works that had been completed. CIS responded to the complaint on 7 May 2014. It accepted that there had been some poor communication that led to delays. So it offered Miss T £200 in compensation. With regard to Miss T being unhappy with some of the completed works, it said that the contractor would contact her to address this further. Our adjudicator thought that £500 would be more reasonable compensation. So she spoke to CIS who agreed to up their offer to this amount. But Miss T didn't agree and so the complaint has been passed to me for a decision.

my provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The 'background' section above summarises the situation – it can't convey the frustration and distress that Miss T has felt, and is still feeling, in having to deal with her claim. In reality Miss T was expressing her dissatisfaction on a regular basis from the beginning of the claim.

The problem with this complaint is that the situation is ongoing. Further issues have arisen since CIS's response to Miss T in May 2014. But this decision can only look at whether CIS's response in May 2014 was reasonable in regard to things that had happened up to that point.

Miss T made the claim in March 2013. There was some delay as initially Miss T said that she wanted to appoint her own contractors. Also CIS was waiting for Miss T to pay the excess on the policy. But it was agreed that work would start in June 2013.

At the end of June the main contractor advised CIS that the property would require artificial drying. It appointed a sub-contractor at the start of July to start the drying out process. The sub-contractor advised on 12 July 2013 that further stripping out work was needed to aid the drying. The sub-contractor said in August 2013 that it hoped the property would be dry soon. But it wasn't until the beginning of November 2013 that a drying certificate was issued. It seems to me that the main contractor should have been able to identify sooner that the flat needed drying out. There seems to have been a delay of about a month in arranging this. Once it was identified that drying was required, I know that CIS says that the sub-contractor wasn't always able to gain access. Even so, the whole process took about four months. This does seem to have taken too long as drying out is normally completed within about two months.

Once the drying certificate had been issued, discussions about the type of flooring Miss T wanted then began. But the contractor chose to contact Miss T by email, even though she'd told them that she'd prefer phone calls because she didn't always check her emails. This led to delays. In particular there seems to have been some confusion around the flooring, which would probably have been sorted out much quicker if the contractor had spoken to Miss T over the phone.

So it's clear that there were some delays that were avoidable – including the fact that the contractor took a week to contact Miss T after the drying certificate had been received. Overall, I don't think the offer of £500 compensation for delay and inconvenience is enough. My current view is that compensation of £750 would be a more appropriate amount.

So my provisional decision is to uphold Miss T's complaint.

Miss T would need to make a new complaint for any issues arising after CIS issued its complaint response on 7 May 2014.

my provisional decision

My provisional decision is that I uphold Miss T's complaint. CIS General Insurance Limited should pay Miss T £750 compensation for her trouble and upset.

Carole Clark
ombudsman