

## **complaint**

Ms P has complained about how her claim under a buildings insurance policy has been handled by Zurich Insurance PLC and the amount it's offered to settle the claim.

## **background**

Ms P made a claim to Zurich after noticing that the canopy above her front door had been damaged.

Ms P sent Zurich three quotes for a replacement canopy and a photo of her existing canopy. She said the canopy would be fitted by her brother-in-law and his costs would be no more than £100. Zurich approved a quote of £575.82 excluding labour costs and gave her authority to proceed.

Shortly after Ms P sent Zurich a claim for £1196. This was for a different sort of canopy, labour costs of £125 and a new front door. She led Zurich to believe that the works had been carried out. Ms P says she did this because she thought Zurich would only pay her after the works had been carried out.

Ms P later sent another receipt to Zurich for a total of £1,399 which included £350 labour costs.

When Zurich queried this, Ms P said she'd chosen a different canopy because the original one wasn't available.

Zurich asked Ms P for more information, including photos of the new canopy. Ms P objected and said she thought this was unnecessary.

Ms P complained that Zurich hadn't treated her fairly. She said she has difficulty hearing and had had to telephone Zurich to obtain updates, although it was difficult for her to do so. She felt she'd been bullied by Zurich into agreeing to an inferior type of canopy.

Zurich said that the replacement canopy Ms P was asking for wasn't like for like with her old one. It said the cost of a canopy more like her existing one with an allowance for fitting and miscellaneous items came to £651.71 after deducting the £100 excess payable by Ms P. It sent a cheque for that amount to Ms P.

Ms P complained to this service. Our adjudicator didn't uphold her complaint. As Ms P didn't agree, the matter has been referred to me.

## **my findings**

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

Under her policy Ms P is entitled to have her canopy replaced with one that's equivalent or substantially similar to it but not one which is better than the original one when it was new. The three quotes for replacement canopies which Ms P first sent to Zurich appear to be for canopies of similar specification and quality to her original one.

But the canopies which Ms P later claimed for weren't of similar specification and quality. I agree with Zurich that they were better. Ms P's canopy is made of wood with a single tiled pitch roof. She would like a replacement which appears to have a dual pitch roof. Zurich found a supplier which was offering a dual pitch canopy similar to the one Ms P wanted at a much lower price than Ms P had claimed for. It said that it would increase its settlement to the price of that canopy and if Ms P wanted, she could pay extra for a more elaborate one. In my view this is a suitable replacement, so the offer is reasonable and in line with Ms P's policy. Zurich also allowed for fitting and labour costs. I don't see any reason to require Zurich to increase its settlement offer.

Ms P had the option of letting Zurich arrange for the canopy to be replaced but she chose to arrange it herself. I can understand why she may have wanted to do this but that didn't mean that Zurich had to pay her claim without checking it. It's a condition of Ms P's policy that she provides Zurich with any evidence and information that may be reasonably required for it to investigate and verify her claim. The specification for the canopy kept changing and the labour costs went up. Zurich was also initially given the impression the work had already been completed. In the light of this and having carefully considered the information Zurich asked for, I don't think it acted unreasonably.

I also haven't seen any evidence that Zurich bullied Ms P into choosing a particular canopy or using a different contractor. It made a settlement on the basis of a canopy that appears to be better than Ms P's original one and she has the option of paying extra if she wishes to upgrade it. It didn't say that she couldn't use her brother-in-law to fit the canopy. It just said that it wouldn't pay more to her brother-in-law than it would have done to its own contractor.

I accept that phone calls may have been difficult for Ms P but Zurich always appear to have replied promptly to her emails. I don't think Zurich acted in such a way that Ms P couldn't have communicated with it differently if she'd chosen to do so.

### **my final decision**

For the reasons given above 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 11 April 2016.

Elizabeth Grant  
**ombudsman**