

## **complaint**

Miss S complains about St Andrew's Insurance Plc's handling of a claim made under her home insurance policy.

## **background**

Miss S made a claim under her policy for subsidence damage. This was accepted and St Andrew's arranged for a contracting firm to carry out repairs. Miss S was unhappy with some of the repairs, and also that the contractor had fitted a new boiler without her permission. Miss S made a complaint about this, and also explained that when her contents were returned from storage, several items were missing.

St Andrew's accepted its contractor shouldn't have fitted the boiler. This was put right, as well as the outstanding repairs. It paid for the cost of the missing contents items. In light of the upset Miss S had experienced, St Andrew's offered Miss S £1,500 compensation. Miss S remained unhappy and so she brought her complaint to this service.

Our investigator didn't recommend the complaint be upheld. He accepted there'd been errors and recognised the upset that Miss S had been caused, but he thought the compensation offered by St Andrew's was reasonable.

Miss S didn't agree with the investigator, so the matter's been passed 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.

Miss S explains that when the contracting firm initially visited her, she told them they'd need to use their own heating, as she'd arranged to have her new boiler installed after the repairs had finished.

Miss S then went abroad whilst the repairs were being done. One of her friends visited the property to see how the repairs were proceeding in her absence and was told by the contractor that the repairs couldn't continue without heating in the property. Her friend offered to pay for the heating. The contractor sent a quote to Miss S's friend for the cost of a new boiler to be installed (despite having Miss S's contact details whilst she was abroad). Her friend paid for this.

When Miss S returned to the UK, she was upset to learn that a boiler had been installed without her permission, and was also unhappy with some of the repairs.

Then when Miss S's contents were returned from storage, she found that some of her contents had gone missing.

Whilst Miss S was still waiting for the outstanding repairs to be done, she was told the work had been completed and that she'd signed a form confirming this. When Miss S asked to see the form, she saw that it did indeed have her signature, but says that she didn't sign it.

I have a great deal of sympathy for Miss S. She feels that as an older woman living on her own, the contractors tried to take advantage of her. The contracting firm denies this and says the installation of the boiler was down to confusion.

I've taken into account Miss S's detailed recollections of what happened, but there isn't enough evidence for me to conclude that the contracting firm took the action it did deliberately in order to make money, as Miss S alleges. I also don't have enough evidence to conclude that one of the contractors forged Miss S's signature.

Having said that, it's been accepted by St Andrew's (and the contracting firm) that the boiler shouldn't have been installed. But I'm satisfied that this matter has now been put right, as well as the outstanding repairs.

St Andrew's has also paid just under £2,400 for lost contents. Since then, Miss S has discovered further missing contents, but I see the investigator has passed on this information to St Andrew's for it to look into, which I think is reasonable.

It's clear to me that Miss S has experienced a great deal of unnecessary trouble and inconvenience, and I think monetary compensation would be appropriate. However, St Andrew's had already offered Miss S £1,500 compensation, which is around the same amount I would have awarded. So I don't require it to do anything further.

**my final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 20 February 2017.

Chantelle Hurn-Ryan  
**ombudsman**