

complaint

Mrs P complains Legal & General Insurance Limited (L&G) handled her household insurance claims badly.

background

Mrs P made a claim for escape of water. L&G found there were two separate leaks. So it made the repairs under two claims. The repairs happened alongside each other. So this decision looks at both as one claim.

Mrs P made a number of complaints about how the claim was handled. These include repairs taking longer than they should. And not being paid enough for disturbance caused by the repairs. But her main concern is that L&G didn't find asbestos in her ceiling when it first checked. This meant she had to spend a second period in alternative accommodation (AA).

L&G's accepted things didn't go as well as they should have. It's paid her £300 to compensate for the unnecessary distress and inconvenience this caused. Mrs P doesn't think this is enough.

Our adjudicator didn't think the complaint should be upheld. He said L&G could have handled the claim better. But the amount it'd already paid to compensate for this was fair and reasonable. Mrs P disagreed, so the complaint has come 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.

Having done this, I'm not upholding it.

the asbestos ceiling

L&G found asbestos in Mrs P's kitchen floor. She moved out for a few days whilst it was removed. Later on it was found in a hidden inner ceiling. So Mrs P had to move out a second time. She says this should have been discovered earlier. Then she wouldn't have had to move out of her home twice. L&G says there was no reason to think there was a second ceiling.

I don't know if the ceiling asbestos should have been discovered earlier. But even if it had been I don't think it would have made a significant difference. It would still need to be removed. I agree Mrs P would have only moved out once. And this might have been for a slightly shorter time than the two different periods combined. But I haven't seen anything that makes me think it would have been significantly shorter. So I don't think the asbestos not being found earlier made a big difference to the distress and inconvenience Mrs P experienced.

should L&G pay Mrs P more for the extra costs she faced?

During the first period in AA L&G paid Mrs P £20 per night food allowance. This was because her hotel accommodation didn't have kitchen facilities she could use. So she would probably have had extra food costs. Mrs P wants to be paid the same for the second period

she was in AA. But she spent the majority of this in accommodation with kitchen facilities. So she would have had similar food costs to when she was at home. This means L&G doesn't need to pay her anything for her time in that accommodation.

At the start of this second period in AA Mrs P did spend four nights in a hotel. L&G's explanation for why it didn't pay her food allowance for this time is reasonable. It says she'd previously been overpaid an equivalent amount of a different allowance.

Mrs P also says she should be paid £20 per day for the additional time the work took. But this service only expects these cash amounts to be paid when extra costs are incurred because of the claim. And it looks like L&G has paid Mrs P's extra costs fairly. So it doesn't need to pay her any more for food or other costs.

distress and inconvenience

Claims of this type will generally cause some distress and inconvenience. But L&G's caused Mrs P more than would normally be expected. The work took longer than it should have. The wrong type of tradesman was sent on occasion. And one contractor didn't pass on important information to another contractor. This delayed a new floor being fitted in Mrs P's utility room by more than a week. Mrs P has a medical condition that she says was affected by all this. And L&G may have caused her to spend a few days more in AA than necessary. But even if it did, overall, the £300 it's already paid her for distress and inconvenience is enough.

my final decision

For the reasons given above, I'm not upholding Mrs P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 11 April 2016.

Daniel Martin
ombudsman