

## **The complaint**

Mr and Mrs J are unhappy with the way St Andrew's Insurance Plc handled their home insurance claim. They weren't provided with the support they expected.

## **What happened**

Mr and Mrs J experienced a water leak in mid-December 2018 that caused damage in their kitchen and utility room. They contacted their insurers and a personal claim consultant (PCC) was assigned on 17 January 2019. The consultant visited their property a week later and Mr and Mrs J asked the insurers, St Andrews, to handle the repairs. Two contractors were then appointed to deal with the drying out and repairs.

But Mr and Mrs J said they had to chase for responses and could only remember one visit from the PCC. Mr and Mrs J said they're not young and didn't get the support they were promised by their insurer. So they'd like an apology for the poor service they received. And they'd like an extra £350 compensation for their trouble and upset.

St Andrew's accepted that conditions had been uncomfortable for Mr and Mrs J. But it felt for the most part their house was habitable. It still had some cooking and washing facilities. For the time they hadn't been able to use the kitchen the PCC had agreed a payment of £100 towards eating-out costs. St Andrew's looked at the electricity used during the drying out process and offered an additional £50 to cover the extra expenditure. But it said the PCC had kept Mr and Mrs J in touch during the repair work.

Mr and Mrs J weren't satisfied with St Andrew's response. So they contacted our service and our investigator looked into the matter. She explained the PCC wouldn't have been the sole point of contact. A lot of the work was done by people on the ground such as contractors.

In response to an initial view St Andrew's provided further information about the amount of time it'd taken to assign the PCC. Unfortunately the leak had occurred during the festive break. But our investigator felt the claim had proceeded in a reasonable way. So the PCC not being in touch as much as Mr and Mrs J had wanted hadn't cause any major problems. And overall our investigator couldn't say St Andrew's had treated Mr and Mrs J unfairly.

Mr and Mrs J didn't agree. So they've asked for an ombudsman's final decision. The home insurance policy stated the PCC would be there for them with all the help they needed. And that hadn't happened. The PCC had overall responsibility for their welfare during the works. And they felt for more than five months the service and contact was non-existent.

## **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.

Unfortunately in any claim involving an escape of water there is likely to be some upset and inconvenience. So I can appreciate how distressing this has been for Mr and Mrs J.

Mr and Mrs J were unable to use their kitchen or utility room while the repairs were underway. And they felt the personal claims consultant appointed by St Andrew's should've done more to keep them updated.

I can see our investigator provided a comprehensive timeline of the various actions relating to the claim. So I won't repeat all of that here. But I will refer to the points that are most relevant to my decision.

The leak was reported just before Christmas and a contractor was appointed to assess the damage. After reviewing the scale of the damage in early January a personal claims consultant was assigned to manage the project.

The home insurance policy states 'we're here to support you If your claim is complicated, after a flood for example, we may send a Personal Claims Consultant to visit your home and help you make a list of the damage. They'll be your single point of contact and will give you all the help you need.'

Mr and Mrs J felt the policy wording meant the PCC should've been more active on their behalf. And they didn't feel they got the service they were expecting. So I've looked at St Andrew's logs to see what communication took place. But it's important to understand the role of the PCC in relation to their claim. Once the PCC was assigned their role was to oversee the works and make sure the necessary repairs took place. Of course, if there was any problem, I'd expect the PCC to respond promptly to any questions Mr and Mrs J might have.

According to St Andrew's records the PCC called on 23 January to arrange a visit and attended Mr and Mrs J the next day. An email was sent four days later detailing the action plan and next steps. Humidifiers were installed at the end of January to begin the drying process. The records show a telephone message was left for Mr and Mrs J on 18 February and a visit was arranged for 21 Feb to install more drying equipment.

A moisture reading on 4 March showed the drying out was complete and repairs could commence. Another message was left on 18 April. An email followed at the end of April and the repairs were finished by the beginning of May – just over four months after the leak was reported.

I don't think that's an unreasonable amount of time given the need to dry out the property and then match tiles and woodwork. And I've not seen anything to suggest there were any significant delays because the PCC wasn't available. I can see further emails were sent in May after the work was completed.

Mr and Mrs J say they didn't receive some of the telephone messages the PCC said were left for them. And they had to contact the PCC in May for an update. They were told St Andrew's can't confirm details of the calls because the telephone used had been changed.

It's not possible to be sure exactly what's happened. But the PCC has provided a contact log which does largely agree with Mr and Mrs J's recollection. I can see it sometimes took a few days for Mr and Mrs J to get a reply from the PCC. But the PCC would've been responsible for a number of claims at the same time. And unfortunately a customer will often be able to keep things moving more swiftly if they chase the business during a schedule of work rather than waiting patiently for each stage to unfold.

Unfortunately the leak occurred during the festive period and this created a fair degree of inconvenience for Mr and Mrs J. The home insurance policy doesn't provide cover for any such disturbance.

But the PCC did look at the additional costs incurred by Mr and Mrs J - although I realise they say they had to chase for this additional funding after St Andrew's asked for receipts and details of the electricity tariff.

I do appreciate how strongly Mr and Mrs J feel about the PCC's level of involvement. But once the contractors were involved I'd expect Mr and Mrs J to be updated by the people carrying out the work. And that's particularly important for health and safety purposes so that Mr and Mrs J knew where they could go and what they could use at any particular time of the repairs. So I wouldn't expect the PCC to be involved very much unless something went wrong.

Although there were slight delays while the PCC requested receipts and details of electricity tariffs I don't think these were particularly unreasonable. And Mr and Mrs J were able to contact the PCC when they needed to, as well as deal with the contractors working in their home.

I realise Mr and Mrs J will be disappointed with this outcome. And I recognise how stressful the repair work and disruption would've been for Mr and Mrs J. But based on what I've seen I think the PCC did try and keep Mr and Mrs J updated as matters progressed.

St Andrew's has offered £100 for the trouble and upset caused while Mr and Mrs J weren't able to properly access their kitchen. And it's offered a further £50 to cover the increased electricity costs while the dehumidifiers were drying the property. I think that's a fair and reasonable response in the circumstances. I won't be asking St Andrew's to do anything more.

### **My final decision**

For the reasons I've explained above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Mrs J to accept or reject my decision before 8 January 2021.

Andrew Mason  
**Ombudsman**