

The complaint

Mrs R and Mr R complain that St Andrews Insurance Plc have provided poor service following a fire at their property.

What happened

Mrs R and Mr R held a buildings and contents insurance policy with St Andrews.

In April 2022 there was a fire in the outbuildings of their property, in which their dogs and a private reptile collection perished.

Mr R subsequently complained about the handling of the claim. There have been a number of complaints, but this one only relates to the events between 17 June 2022 and 3 November 2022.

St Andrews upheld the complaint and offered Mrs R and Mr R £250 compensation for the distress and inconvenience caused.

Mrs R and Mr R weren't happy with this and brought their complaint to us.

One of our investigators has looked into Mrs R and Mr R's complaint and he thought that St Andrews should do more and asked them to pay £450 compensation for distress and inconvenience. St Andrews agreed to this, but Mrs R and Mr R didn't, and so the case has come to me to review.

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.

I have upheld Mrs R and Mr R's complaint, and I will explain why.

St Andrews accept that there have been some failures in communication and some delays in arranging removal of the structure and made an offer of £250 in respect of these customer service failings. So I've thought about what happened, and where this offer was fair for what Mrs R and Mr R experienced.

The claim was accepted on 18 July 2022, two months after the fire. The surveyor visited on 1 August to assess the site for demolition and reconstruction, but due to further delays in getting a contractor appointed, Mr R got the site cleared himself in early September. Mr R had expressed concerns to St Andrews in the summer about the safety of the remaining structure and also complained about the health risk posed by the decomposing bodies of his dogs and reptiles, the smell during the hot summer months, and the infestation of rats, which was why he couldn't wait any longer for the clearance to be completed. He feels St Andrews were unsympathetic to the situation and were unconcerned with the risk posed to him and others.

While I can appreciate that there were some issues to iron out to validate the claim, after 18 July the progression should have been quicker, and I can appreciate how the delays impacted Mrs R and Mr R given the content of the outbuildings, and their anxiety to get it removed quickly. Mr R in particular has talked about the substantial impact this has had on his health.

A surveyor came out regarding reconstruction on 9 September but St Andrews were unhappy with that valuation as it was too high, and so they then appointed a quantity surveyor. Finally on 4 November 2022 Mr R was offered reinstatement or cash settlement. Mr R confirmed he wanted a cash settlement on 9 November.

I can see that St Andrews have said that arranging a quantity surveyor would be part of the process and that some delay was inevitable, but again I think that given how distressing this had been for Mr R, the delays were impactful on him and the communication wasn't always as clear as it could have been.

Mr R has also raised issues in his complaint about misrepresentation during advertising, the rat infestation itself, and his health and safety concerns. Unfortunately, these are not issues I can consider because they have either been dealt with under a separate complaint, or they are not issues that I can consider.

So in view of that, I agree with the investigator that the original offer of £250 should be increased to £450 which more adequately reflects the distress and inconvenience caused to Mrs R and Mr R during the period above.

Putting things right

I think that St Andrews should pay a total of £450 to Mrs R and Mr R for the distress and inconvenience caused. Any sum already paid should be deducted from this.

My final decision

My decision is that I uphold Mrs R and Mr R's complaint, and direct St Andrews Insurance plc to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and Mr R to accept or reject my decision before 26 February 2024.

Joanne Ward
Ombudsman