

## The complaint

Mr B complains about Ocaso SA, Compania de Seguros y Reaseguros' handling of a claim he made after an escape of water at his home.

## What happened

Mr B has been represented in making this complaint. For ease of reference, I'll refer to any communications as being from Mr B.

The background to this complaint is well known to both parties, so I'll provide only a brief summary here.

Mr B's home is insured through a policy underwritten by Ocaso. He made a claim in March 2021 after an escape of water at the property.

Ocaso accepted the claim, assessed the repair work to be carried out and paid for alternative accommodation for Mr B.

Mr B made a complaint to Ocaso in January 2022. He was unhappy with a lack of progress on the claim and with the service he'd received.

Mr B then brought that complaint to us, in June 2022. We resolved that complaint in April 2023, concluding that Mr B had received poor service and that there were avoidable delays in the progress of the claim.

We decided Ocaso should pay £1,000 in compensation to Mr B for the trouble and upset he experienced as a result of Ocaso's errors between the start of the claim in March 2021 and January 2023 (when Ocaso provided us with their case file and their response to Mr B's complaint).

We also suggested that Ocaso treat the claim as a priority. We were keen that Ocaso should ensure timely progress from that point onwards so that things were brought to a satisfactory conclusion as soon as possible.

Mr B brought his current complaint (the subject of this decision) to us in September 2023 – around six months after we resolved his previous complaint.

He was concerned that the claim was still on-going. He said the repair works had actually taken less than two months, once they were begun, but he'd been out of his home for around a year and a half.

He said there has been further delays, poor service and a lack of response from Ocaso and/or their agents when he raised queries with them. He said this had impacted his health and wellbeing.

Mr B also complained that there were snagging issues outstanding at the property. And that damage had been caused to his home and his belongings by the removal company Ocaso engaged to move him back in.

Our investigator looked into it. He agreed with Mr B that poor service and avoidable delays had continued after we'd resolved the previous complaint. And he said Ocaso should pay a further £750 in compensation for Mr B's trouble and upset (in the period *after* we'd resolved the previous complaint).

And he said Ocaso should – as soon as possible - settle the claim in full (paying the amounts Mr B and claimed for travel, other expenses and to replace damaged items) or explain to Mr B why they weren't covering any of those elements of his claims. That would enable Mr B to make a further complaint if he didn't agree with Ocaso's assessment.

Ocaso disagreed. They said their removal company had already paid for some of the damage to Mr B's property, so that amount ought to be subtracted from the suggested compensation. So, the case has been referred to me for a final decision.

### **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'm not going to go into any great detail here, but I think it's beyond any possible dispute that Ocaso and/or their agents have continued to provide a very poor service to Mr B after the previous complaint was resolved.

In short, there have been further avoidable delays (the claim is still not finally settled). Ocaso and/or their agents have also regularly failed to respond to Mr B's queries or requests for updates on progress. And where they have responded, the response often hasn't been helpful.

Mr B is now back in his home. However, a number of issues remain unresolved. These appear to be as follows.

Mr B has claimed for the cost of replacing a carpet which he says was damaged by the removal company. I'm not aware that Ocaso have responded to that at all.

He's also asked Ocaso to approve repairs to newly installed flooring in the property which he says was damaged by the removal company. I can't see that Ocaso have responded to that request either.

There are some other minor snagging issues Mr B has raised with Ocaso. Again, I can't see that Ocaso have responded.

Mr B has provided Ocaso with a list of bills / expenses he thinks Ocaso should pay as part of the claim. Ocaso have responded offering to pay a part of the total sum.

This remains in dispute and whilst Ocaso have explained some elements of their decision, they haven't fully explained their reasoning or responded effectively to queries raised by Mr B.

There are also individual items Mr B says were damaged by the removal company – including a TV bed, an iron, a leather chest and a dressing table unit. Ocaso have asked the removal company to deal with these matters, but they appear not to have done so to Mr B's satisfaction.

In short, they've applied limits which are set out in their terms and conditions and/or offered part settlement for some items.

Ocaso may have hoped that the removal company would resolve these issues for Mr B. And I understand why they may have wanted to deal with things in that way as a first option.

However, they (or their agents) did engage the removal company to carry out the move on their behalf. And they are ultimately responsible for the service provided to Mr B.

So, they need to either pay the shortfall for Mr B's damaged items (and themselves then discuss with the removal company who should cover the cost) or explain to Mr B why they aren't going to cover the full cost of replacing the damaged items.

If Mr B is then dissatisfied with the settlement and/or explanations offered by Ocaso as regards these remaining claim issues, he can then raise a further complaint with them – and bring it to us if he's not happy with Ocaso's response.

### **Putting things right**

The claim is still on-going – more than a year after we resolved the first complaint and more than three years after the claim was first made.

The delays and lack of information / updates have understandably caused a degree of stress, upset and inconvenience to Mr B in the time period I am considering in this decision (from January 2023, when we resolved the previous complaint, through to October 2023, when Ocaso sent us their case file and response to Mr B's current complaint).

That stress and upset has been exacerbated by Ocaso's – and/or their agents – failures to respond appropriately and fully to Mr B's queries about his claim and/or to explain the reasons for their decisions on elements of the claim. It appears that's had an impact on Mr B's health.

Taking all of that into account, I agree with our investigator that Ocaso should pay Mr B a further £750 in compensation for his trouble and upset (to add to the £1,000 paid in response to the previous complaint).

I should be absolutely clear that the £750 is compensation for Mr B's trouble and upset. No part of that £750 is intended to be regarded as settlement for parts of Mr B's claim or payment for the damages Mr B says were caused by the removal company.

I also agree that Ocaso should move as quickly as possible to resolve the remaining issues on the claim (as outlined above). They need to either settle Mr B's claim in full - and ensure Mr B is paid in full for the damage he says was caused by the removal company - or explain to him in detail why they aren't doing so.

I'd ask Mr B to understand that's it's not for us – as a complaints-handling body – to dictate to Ocaso how they should settle the remaining elements of the claim. Particularly given that exchanges between the parties about the claim have been on-going throughout our investigation - up to and after our investigator issued his view on the case.

What I'm requiring Ocaso to do now is to make their position on the remaining issues absolutely clear to Mr B, so that he understands what parts of his claim are being settled and what parts are not (if indeed there are any of the latter) - and how Ocaso propose to respond to Mr B's request for full payment for the items he says were damaged during the removal.

As I say, if Mr B is unhappy with the final settlement and/or Ocaso's explanations of any claimed amounts they aren't proposing to pay, then he can make a further complaint to Ocaso - and then to us if he's unhappy with their response.

Finally, I should say that I'm aware Ocaso's agents had reported some difficulty in making contact with Mr B – or his representative - to discuss the on-going issues in the claim.

I haven't seen any evidence of the attempts they made to establish contact, so I can't comment on that. I have no doubt though that Mr B is keen to get these issues resolved and will happily respond to Ocaso's future communications in order to get the claim progressed to a satisfactory conclusion as soon as practically possible.

### **My final decision**

For the reasons set out above, I uphold Mr B's complaint.

Ocaso SA, Compania de Seguros y Reaseguros must:

- pay Mr B £750 in compensation for his trouble and upset;
- finalise the settlement of the claim (as set out above); and
- finalise their position on the damages allegedly caused by the removal company and explain that to Mr B (as set out above).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 6 August 2024.

Neil Marshall  
**Ombudsman**