

## **The complaint**

Mr P complains about the service provided by Tesco Underwriting Limited when responding to his home insurance claim.

Tesco are the underwriters (insurers) of this policy. Some of this complaint concerns the actions of their appointed agents. As Tesco accept they are accountable for the actions of their agents, in my decision, any reference to Tesco should be interpreted as also covering the actions of their appointed agents.

## **What happened**

The background to this complaint is well known to Mr P and Tesco. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr P had a home insurance policy with Tesco. In November 2022 he registered a claim under his policy for damage as a result of a car reversing into his property (garage). Tesco accepted the claim but Mr P was unhappy with the progress of repairs and made a number of complaints.

Mr P referred his complaints to our Service for an independent review. Our Investigator considered this complaint (the time period June 2023 - November 2023) and recommended that Tesco pay Mr P an additional £250 compensation in recognition of the impact of their actions. As the complaint remained unresolved, it has now 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

### *The scope of my decision*

My decision only addresses the time period *after* Mr P's final response in May 2023, until November 2023. I understand that Mr P has referenced further delays after November 2023, but those delays or the impact won't be considered in this decision. This is because, out of fairness to both complainants and respondent businesses, our Service won't keep complaints open ended, or allow further issues that arise to be added onto existing complaints that we are investigating. To do so would impede the effective operation of our Service. In addition, a respondent business has to first be given the opportunity to respond to a complaint before our Service can investigate any complaint.

### *The service delivered by Tesco when responding to this claim (June – November 2023)*

Mr P says that Tesco have caused numerous claim delays through inaction and poor communication during the time period that I'm considering. Tesco on the other hand say that the delays were the result of Mr P not allowing work to start without brick tinting being completed.

Based on the evidence I've seen, I find that Tesco did cause additional, avoidable delays. Tesco were given the opportunity to provide evidence to support that Mr P was the party preventing works moving forward. They say they offered the following options in May 2023:

- Mr P to arrange repairs and then cash settle for the brick tinting once quotes were provided; or
- Cash settle in full; or
- Mr P to arrange repairs and Tesco would cash settle the brick tinting.

On the face of it, the above options appear reasonable. However Tesco's position is undermined by an email from Mr P which stated:

*"I have continuously requested building repair works to start, from as far back as my email to Tesco Insurance, dated 18 April 2023, when I confirmed a brick, I was willing to accept, which I had sourced.*

*I have maintained all along that I am not interested in a cash settlement to pursue building repairs with private builders.*

*The option you have offered is the only option I am interested in - "We can arrange for [third party business name redacted by Ombudsman] to start the rebuilding work and can cash settle for the tinting once we have a price".*

This supports that Mr P was *not* the party holding up repairs progressing. Further communication afterwards shows that Mr P was the pro-active party in these interactions - despite Tesco being the expert in their business relationship. Mr P then resorted to raising further complaints to try and speed up the repair process and be heard. An email from 2 August 2023 to Tesco sums up the impact of the delays and poor communication on him:

*"I am absolutely no further forward in trying to get this claim resolved, and am continually confronted with hurdles put in front of me. I am completely stressed by this whole matter, which is constantly playing on my mind day and night, every day. And I spend endless hours having to send email upon email battling for my rights to have my property returned to the same condition it was in prior to the accident, I am not trying to better my situation."*

In an email to our service dated 11 March 2024, Mr P told us:

*"I can not begin to demonstrate the full nightmare of inconvenience / anxiety / stress / depression/ sleepless nights / current financial loss I have suffered during this matter. I have complied with all requests made of me by all parties, in a timely and appropriate manner, provided numerous pictures showing the state of my property, having to store boarding inside my hallway (more than one year) to prevent it from rotting outside in the weather conditions, acrow props still laying in my garden, more than one year. I have had to force this matter, and my concerns/complaints all the way, and been confronted with lack of communication / excuses / misinformation / delaying practices, etc."*

For balance, I have of course kept in mind that with any claim there will be a certain level of inconvenience - particularly when other third parties were involved on behalf of Tesco. But I

find that Tesco's service here – across many months, when responding to Mr P's claim falls far short of what might be reasonably expected. This means further compensation is due to recognise the impact on Mr P.

I find the £250 recommended by our Investigator to be fair, reasonable and proportionate – relative to the impact on Mr P.

### **Putting things right**

Tesco Underwriting Limited need to pay Mr P an additional £250.

### **My final decision**

My final decision is that I uphold this complaint and direct Tesco Underwriting Limited to follow my direction as set out under the heading 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 18 June 2024.

Daniel O'Shea  
**Ombudsman**