

The complaint

Mrs C complains about Tesco Underwriting Limited's (Tesco) handling of a subsidence claim made in relation to damage sustained in her conservatory.

Any references to Tesco include its agents.

What happened

Mrs C's conservatory has been damaged by subsidence and she made a claim in September 2022. Mrs C previously complained about Tesco's handling of her subsidence claim. Those concerns have already been considered by one of my colleagues and I won't revisit the timeframe covered by that complaint. So, the timeframe I'm considering here is 11 September 2023 until 16 April 2024.

The repair works for the conservatory were agreed in September 2023, but in November 2023 Mrs C contacted Tesco, unhappy a start date hadn't been confirmed. Mrs C also expressed concern that Tesco had appointed a contractor from outside the local area. The repairs subsequently began in February 2024, and Mrs C contacted Tesco again to express concern about how live electrical wires had been left by the contractors.

Tesco responded to Mrs C, upholding her complaint, and offered £500 compensation for the avoidable delays and inconvenience in progressing the claim. However, Mrs C didn't feel this went far enough to put things right as the repairs still weren't progressing to enable the conservatory to be rebuilt.

Mrs C referred the complaint to the Financial Ombudsman Service. Her concerns were considered by one of our investigators who said in recognition of the delays and poor communication a compensation payment of £750 would be more appropriate in the circumstances.

Tesco didn't respond to our investigator's conclusions. Mrs C did, and expressed concern the situation at home was still unresolved. This case was passed to me to decide.

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.

First, I'd like to reassure both sides that while I've summarised the background to this complaint and submissions to us, I've carefully considered all that's been said and sent. In this decision though, I haven't commented on each point that's been made and nor do our rules require me to do so. Instead, I've focused on what I consider are the key issues.

Having done so, I've reached the same conclusion as our investigator and for the same reasons. I've set these out below.

Unfortunately, the nature of the claim made by Mrs C meant there was inevitably going to be some disruption to their home whilst the repairs were underway. I haven't seen anything to suggest that Mrs C wasn't prepared for that. In fact, Mrs C's earlier correspondence relating to arrangements for the storage of the furniture from the conservatory shows she was expecting some disruption to their home. However, what has caused avoidable frustration is the long periods of time from when the repairs were started in February but then left unfinished up until the point Tesco issued its final response letter. I appreciate the claim has continued beyond this point, but for the reasons I've given I can't comment on this.

Mrs C's concerns were in relation to the condition the garden was left in, with live wires on a back wall and damaged patio slabs being stacked in the garden. This was in addition to the contractors' leaving equipment in the back garden which hadn't been communicated to Mrs C when the works started or beforehand. As a result, the garden was unusable for much longer than expected because the repair works started, and then stopped when the company appointed to carry out the groundworks didn't finish the agreed works.

There were avoidable delays with the earlier handling of the claim. The repairs were approved in September 2023 but didn't start until February 2024, with no reason for this delay given. There were further delays when the works started, and then didn't progress for some time until another contractor to carry out the groundworks was identified.

In addition to the delays, Mrs C has complained about a lack of communication. It's clear she asked on several occasions for updates and for a schedule of works. These should have been forthcoming but weren't. By the point the required repairs had been agreed, it was a year from Tesco being notified of the claim. So, I can see why, for the timeframe I'm able to consider, being unable to obtain updates on the progress of the claim or a schedule of works has been increasingly frustrating and distressing for Mrs C.

When looking at these two issues together for the timeframe I'm able to consider, I agree there have been avoidable delays and the communication has been poor. Overall, I'm satisfied £750 compensation fairly reflects the distress, inconvenience and frustration Mrs C experienced because of Tesco's handling of this claim between September 2023 and April 2024.

Putting things right

To put things right, Tesco should pay Mrs C £750 compensation.

Tesco must pay the compensation within 28 days of the date on which we tell it Mrs C accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the payment at 8% a year simple.

My final decision

I uphold this complaint and require Tesco Underwriting Limited to do what I've set out above in the "Putting things right" section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 1 April 2025.

Emma Hawkins

Ombudsman