

The complaint

Mrs T complains about the way St Andrew's Insurance Plc dealt with a subsidence claim on her home buildings insurance policy, in particular that she was told she was responsible for the cost of some work, and about the way St Andrew's communicated with her.

Where I refer to St Andrew's, this includes its agents acting on its behalf.

What happened

Mrs T made a claim on her home insurance in relation to a possible subsidence issue. St Andrew's initially declined the claim but later accepted it and said it would carry out further investigations.

Mrs T was unhappy with the way the claim was handled and made a number of complaints. Some of those have been considered separately. This complaint is about St Andrew's advising Mrs T she would be responsible for moving some water butts and installing a new soakaway; and about St Andrew's contacting her by telephone when she had requested communication by email only.

St Andrew's said Mrs T would need to move some water butts and carry out changes to a soakaway; as these had not been damaged by subsidence, they were not covered by the policy. But after she complained, St Andrew's said

- It was carrying out further monitoring and if the soakaway was causing subsidence, this would be covered by the policy.
- It was wrong to ask her to move the water butts, it acknowledged some failings in the way this had been dealt with, and paid compensation of £2,000.

Mrs T was unhappy that further monitoring would be needed, but St Andrew's said this would form part of the review process, and once the outcome of the monitoring was known, it could confirm recommendations for repairs.

When Mrs T referred the complaint to this Service, our investigator said

- St Andrew's' position had changed over time, but it had now agreed to carry out further monitoring to establish the cause of the problem. It wasn't possible to say whether the water butts or soakaways were responsible for the subsidence, but if the investigations confirmed they were, she would expect St Andrew's to deal with it, in order to ensure there's an effective and lasting repair.
- In the meantime, it had paid compensation of £2,000, which was fair.
- She had not received any information from St Andrew's about the communication issues, so had reached a view based on what Mrs T had said. It was distressing for her to receive phone calls and St Andrew's should pay compensation of £200 for this.

Mrs T did not think a payment of £200 was a fair reflection of the distress she had been caused, and said she was seeking a higher payment.

St Andrew's provided further information, including a final response it had sent to Mrs T regarding the communication issues, showing it had paid compensation of £100.

After reviewing the further comments, the investigator said the compensation St Andrew's had paid in respect of each issue was fair.

Mrs T disagrees. So I need to make a 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 appreciate this claim has taken several years and the experience has been very difficult for Mrs T. But other complaints have been looked at separately and I'm only considering two specific issues. I've considered all the information that has been provided about these two issues but I won't set everything out in detail and will focus on the key points I need to consider. This reflects the informal nature of our role.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly; support a policyholder to make a claim; and not unreasonably reject a claim.

The policy provides cover for subsidence. After St Andrew's accepted the claim, Mrs T was told to move some water butts and arrange for soakaways to be extended to five metres away from the house. But after carrying out further monitoring, St Andrew's came to the conclusion she was not responsible for this and it was wrong to have told her she would have to deal with it.

I appreciate it was frustrating for Mrs T that she was told she would be responsible for this, and that St Andrew's' position changed over time. But it agreed to review things and said it needed to carry out further monitoring to establish the cause of the subsidence. St Andrew's accepted its failings in the way it had dealt with this and paid compensation of £2,000. Thinking about the impact on Mrs T of being given conflicting information, and the time she had to wait for things to be clarified, I think that compensation was fair.

With regard to how St Andrew's communicated with Mrs T, she asked for email contact only because she found phone calls difficult. She's explained her circumstances and how having to deal with phone calls affected her mental health.

Mrs T says St Andrew's' failure to comply with her request was a breach of the Equality Act. I've taken that into account when deciding this complaint, but I've ultimately decided this complaint based on what's fair and reasonable.

Mrs T had initially communicated with St Andrew's and its agents by phone. Later on, she said this was causing her distress and affecting her health, so she asked for contact by email only.

St Andrew's should have taken account of her circumstances. There were a few occasions after this when she was contacted by phone, and that shouldn't have happened. But it was a very small number of calls. In its response to Mrs T about this in February 2024, St Andrew's confirmed it had updated its records and this would not happen again, and paid compensation of £100. Taking into account the small number of calls, I think that was fair.

As I've said, this claim started several years ago, and continued after the events that I'm dealing with in this decision. It has been a very difficult time for Mrs T but I'm only

considering the two specific issues raised in this complaint. If Mrs T has concerns about more recent events, it's open to her to make a fresh complaint. In relation to this complaint, while St Andrew's did get some things wrong, it has acknowledged that, made some changes and paid some compensation. Taking all the circumstances into account, I don't think it needs to do any more in relation to this complaint.

My final decision

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 1 April 2025.

Peter Whiteley
Ombudsman