

The complaint

Mr B complains about Red Sands Insurance Company (Europe) Limited's handling of a claim under his home insurance.

What happened

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

Mr B has a home insurance policy underwritten Red Sands. He made a claim on 14 June 2023 after his garden wall was damaged by a vehicle.

On 21 June 2023, Red Sands' appointed surveyor visited the property to assess the damage and scope the required repair work.

Red Sands received the surveyor's report on 28 June 2023. On the same day, Red Sands offered Mr B a cash settlement, which he accepted.

Mr B complained to Red Sands about delays in the handling of the claim and poor service from Red Sands and their contractors.

Red Sands agreed that Mr B had been told that the surveyor's report should be with Red Sands' agents within 48 hours of the surveyor's assessment visit. It wasn't – and in fact wasn't received for a further two working days.

Red Sands paid Mr B £25 in compensation for the trouble and upset he'd been caused by the minor delays which they said had been outside their control.

Mr B wasn't happy with this and brought his complaint to us. Our investigator looked into it and didn't think Red Sands needed to do any more for Mr B to put things right.

Mr B disagreed and asked for a final decision from an ombudsman. He wants £150 in compensation.

He says the delays affected him because he had to chase Red Sands to prompt progress on his claim. And because his children couldn't use the garden after the wall was damaged.

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.

Red Sands had a surveyor on site to assess the damage within a week. A week later, they'd made a cash settlement offer which Mr B accepted and the claim was resolved.

It would be very difficult to maintain any respectable or reasonable argument that the two week period from start to finish of the claim involves any unnecessary or avoidable delay or any unfairness towards Mr B on Red Sands' part.

Red Sands accepted that their agent had indicated to Mr B that the surveyor's report might be back with them sooner than it actually was. For that very minor inconvenience or poor service, they paid Mr B £25 in compensation. I'm satisfied that's more than adequate compensation in all the circumstances.

Mr B says he was told by the contractors that they'd make the wall safe before they carried out the lasting repairs. I don't have any evidence to support that. And in any case, I'm sure the contractors would have done that, but Mr B accepted a cash settlement of the claim.

Furthermore, this wasn't an issue Mr B raise in his complaint to Red Sands – which means I can't look into it now.

I note that the main impact of the damage to the wall on Mr B and his family, according to Mr B himself, was that they couldn't use the garden for a period of time. That would always have been the case once the vehicle ran into it. Red Sands of course were not responsible for causing the damage to Mr B's wall.

My final decision

For the reasons set out above, I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 22 November 2023.

Neil Marshall
Ombudsman