

## **The complaint**

Mr S complains about American International Group UK Limited (AIG)'s handling of his buildings insurance claim.

All references to AIG also include its appointed agents.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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 understand Mr S feels strongly about what's happened. And I want to assure him I've read and carefully considered everything he's provided to support his complaint.

However, my findings focus on what I consider to be the central issues of this complaint, and not all the points raised. I don't mean this as a discourtesy. But the purpose of my decision isn't to address every single point the parties have raised or to answer every question asked.

My role is to consider the evidence presented by Mr S, and by AIG, to reach what I think is a fair and reasonable decision based on the facts of the case.

## ***Settlement***

- In response to our investigator, Mr S said he is not disputing the settlement for the indoor tennis court, so I have concentrated my comments on the area still in dispute – the glass house.
- AIG provided photos taken around the time the policy was inception in 2020. I can see from the photos there is evidence of the glass house being in a poor condition. The photos do show what looks to be signs of worn timber and missing glazing and guttering. Other photos, taken close up of the glass house, also show deterioration to the timber.
- A glass house expert was engaged to provide detail for repairs. AIG has provided an email where the expert has commented on its structure. They said it was beyond any attempt at repair, and the deterioration and weakening of the structure, combined with storm damage, has resulted in its present state.
- They go on to add that there is extensive rot in the sills, mullions, head plates and glazing bar feet – and they also detail there is movement where the footings have failed.
- While this isn't presented in the form of a report, this is testimony based on observation from an expert. And I think from reviewing their comments it details the overall condition of the glasshouse was poor.

- Damage such as rot isn't something that happens over a short space of time – and is not usually the type of damage caused by a storm.
- However, wind speeds reported at the property around February 2022 were strong enough to cause some damage – such as damage to the glazing.
- AIG have detailed the work they are covering for the glasshouse – which is 100% of the glazing repairs, 50% of the timber repairs and also the cost of localised decoration work. Having compared this against the proposed work required by the glasshouse specialist I'm satisfied this is fair.
- I acknowledge Mr S's comments that he was initially offered a higher settlement by AIG's appointed adjuster, but having reviewed this breakdown, I think it sets out clearly why it has offered what it has in settlement – and what it has offered is fair.
- Mr S has provided excerpts from a report provided by AIG's surveyor at the time the policy was inception. This includes a heading of excluded structures or outbuildings at the property – under which there is nothing listed. Mr S says AIG didn't make him aware there was an issue with any of the structures and as such it felt they were an insurable risk.
- However, I'm not persuaded by this. While there is no comment on its condition, photos show there were issues with the glass house around that time. And aside from this, I'm not persuaded all the damage found to the glass house was caused by a storm or would have happened over the period of time between the inception of the policy and the time of the storm.
- If Mr S feels he was poorly advised at the time of taking out the policy, this would be a separate matter and a complaint he may wish to raise with the appropriate parties.
- The policy sets out in the terms and conditions the insured property must be maintained. This isn't uncommon and for the reasons I've set out above, I'm satisfied AIG's proposed settlement of the claim is fair.

### *Delays*

- I appreciate this claim has been ongoing, and that Mr S feels strongly about what has happened. But there is always a level of inconvenience to be expected with a claim, and in some cases, they can take time to resolve. This doesn't always mean something has gone wrong or there is an avoidable delay.
- I can see there have been some avoidable delays during the claim. Which AIG has acknowledged. There were delays regarding the initial surveyor who attended the property, and I can see there was a dispute with the initial costings. In addition to this I can see AIG have delayed providing responses to Mr S and he has had to chase on AIG several occasions for replies.
- I understand Mr S feels very strongly about what has happened and why he considers I should award a significant amount of compensation. But having reviewed everything available to me, I'm satisfied £200 compensation sufficiently represents the inconvenience AIG's actions have caused and therefore I make no further award here.

So, for these reasons, I uphold this complaint.

### **Putting things right**

To put things right American International Group UK Limited (AIG) should pay Mr S £200 compensation

**My final decision**

My final decision is that I uphold Mr S's complaint.

To put things right I direct American International Group UK Limited (AIG) to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 5 January 2024.

Michael Baronti  
**Ombudsman**