

The complaint

Mr Y complains about Chaucer Insurance Company DAC (Chaucer) who declined his claim under his home insurance policy.

What happened

Mr Y had a leak at his home that caused damage to his ceiling. He made a claim and paid the excess of £500. Chaucer sent a surveyor to trace and access the leak and assess the damage. A report was written, and the surveyor indicated that the cause of the leak, was as a result of long-term issues from the bathroom, as the sealant and grout were in a state of disrepair.

Ultimately, Chaucer declined Mr Y's claim. And relied on the policy terms and conditions, that stated there was no cover for loss or damage, caused by the failure of sealant or grout in tiles.

Mr Y complained to Chaucer and in its final response, it maintained the decision to decline the claim. It also apologised for some poor communication that Mr Y experienced. Mr Y was given his referral rights and referred a complaint to our service.

One of our investigators considered the complaint and partially upheld it. He said that Chaucer had been fair to decline the claim under the policy terms and conditions. But he felt it hadn't recognised the poor service issues and for this, he recommended it pay £100 compensation, for the trouble and upset caused.

Chaucer did not respond to the view. Mr Y appeared to initially accept the view. But later appeared to query it and then didn't respond to our investigator's communications. So, it has come to me for 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.

Having done so I partially uphold this complaint, for the following reasons:

- Chaucer was asked to provide its response to our investigator's view, but no response has been received. Mr Y has provided a consistent account of the events that happened. In this case, despite the lack of response from Chaucer, I find I can decide on this complaint, and I think it fair that Mr Y has a resolution to the issues raised, despite the lack of engagement from Chaucer.
- Chaucer appear to have accepted that its customer service fell well below the standard that it would've liked. I note that there was an avoidable delay in notifying

Mr Y of his declined claim. There were also incidents of poor communication, which meant that Mr Y had to chase Chaucer for a response.

- Having reviewed the policy terms and conditions, I'm satisfied that Chaucer fairly declined to cover the claim. The policy stated that damage that had been caused as a result of failed sealant or grout, wasn't covered under the policy.
- Further, I'm satisfied that Chaucer provided evidence from the trace and access report, to support that there had been long-term issues with the sealant and grout, that had caused the leak and the damage.
- Given the poor level of service that Mr Y experienced, I agree with our investigator that Chaucer ought to pay compensation of £100 for the distress and inconvenience caused.

Putting things right

I direct Chaucer to put things right as I set out below.

My final decision

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

To put matters right, Chaucer Insurance Company DAC ought to pay:

Compensation of £100 for the trouble and upset caused.

Chaucer Insurance Company DAC must pay the above amount within 28 days of the date on which we tell it Mr Y accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 2 January 2024.

Ayisha Savage
Ombudsman