

The complaint

Mrs T has complained about St Andrew's Insurance Plc trading as Halifax. She isn't happy about the way it dealt with a claim under her home insurance policy.

For ease of reading any reference to St Andrew's includes its agents.

What happened

Mrs T made a claim under her home insurance policy in relation to a possible subsidence issue and St Andrew's undertook some investigation and initially turned the claim down.

As Mrs T wasn't happy about this she complained to St Andrew's. It looked into things and accepted that some of its service was poor and it delayed in responding to Mrs T for which it offered £150 compensation. However, St Andrew's didn't feel it had done anything wrong in the way it initially dealt with the claim. But Mrs T remained unhappy, so she complained to this Service.

Our investigator looked into things for Mrs T and made it very clear that he was only considering matters up to the date of St Andrew's final response letter (FRL) of April 2022. And solely in relation to how it had considered things up until that point in time he thought St Andrew's had acted fairly. He agreed the customer service had not been good enough, but he thought its offer of £150 compensation for this was fair. He thought that St Andrew's initial decline of the subsidence claim wasn't unreasonable. And its subsequent suggestion of undertaking further investigation in order to get to the bottom of the source of the damage and finalising whether this was subsidence or not was fair. Our investigator also considered Mrs T's pricing complaint but having considered the commercially sensitive information St Andrew's had sent he thought it had acted fairly.

As Mrs T didn't agree the matter has been passed to me for review.

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 have a fair degree of sympathy for the position Mrs T has found herself in and there are clearly ongoing issues in relation to her claim. But as our investigator explained most of her ongoing concerns can't be considered as part of this complaint. This is because this complaint is solely concerned with the issues Mrs T raised, and St Andrew's responded to in its FRL of April 2022. So, although I can understand why Mrs T wants her additional concerns considered here St Andrew's has to have the opportunity to respond to these complaint points separately. And Mrs T can then advance a complaint to this Service about these points if she remains unhappy, but they are separate to this complaint.

I also think it's important to explain I've read and taken into account all of the information provided by both parties, in reaching my decision. If I've not reflected something that's been said in this decision it's not because I didn't see it, it's because I didn't deem it relevant to the

crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless it's relevant to the crux of the complaint.

In relation to this complaint (up to St Andrew's FRL of April 2022) I can see St Andrew's has acknowledged that its service could have been better, and it delayed in responding to Mrs T. But I agree its offer of £150 compensation for this feels fair and is in line with the kind of awards this Service ordinarily makes.

Turning to the subsidence claim I've looked at the position up to the FRL of April 2022. And I know Mrs T will be disappointed by this, but I think the steps it took in looking at the subsidence claim up until that point in time seem reasonable. I know Mrs T has maintained the claim is subsidence, and it is possible that it is, but getting to the bottom of subsidence claims can be difficult and drawn out as it has been here.

The initial reports St Andrew's gained suggest that subsidence could be an issue at the property. But it went on to suggest further evidence would be required and identified a number of further reports that would be required to resolve this, which isn't unusual in subsidence claims. And upon receipt of this, and after it issued its April 2022 FRL, it suggested further investigation with an eye on finding the source of the damage and confirming whether it is subsidence or not.

I can understand how frustrating Mrs T has found all this and that she remains unhappy with events after this period. But up until the point of the April 2022 FRL I think St Andrew's actions and investigations into the subsidence claim seem reasonable.

Finally, I can see Mrs T hasn't really responded to our investigator's view on the pricing complaint she raised. But for completeness I've had a look over this as well including the pricing information St Andrew's has provided. I can't share this information with Mrs T as it is commercially sensitive, but I've had a look at the evidence provided and I'm satisfied that Mrs T has been treated fairly. And in line with any other customer in a similar position to her so I think St Andrew's has acted fairly overall here.

Given all of this, I think St Andrew's offer of £150 compensation for the poor service it provided seems fair. As our investigator highlighted I'll simply leave it to Mrs T to advance any ongoing issues she had after the April 2022 FRL separately.

My final decision

It follows, for the reasons given above, that I think St Andrew's Insurance Plc trading as Halifax offer of £150 compensation in relation to this complaint seems fair.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 6 September 2023.

Colin Keegan
Ombudsman