

## **The complaint**

Mrs T and Mr T have complained about Covea Insurance plc. They are not happy about the way it dealt with a claim under their building insurance policy.

For ease of reading any reference to Covea includes its agents and I've mainly referred to Mrs and Mr T in this decision as opposed to their representative.

## **What happened**

Mrs and Mr T made a claim under their building insurance policy after a subsidence problem at their property. Covea considered matters and looked to settle the claim. But Mrs and Mr T weren't happy about the way it had dealt with the claim and so they complained to Covea and then this Service. They raised a number of points including concerns around the credentials and expertise of Covea's surveyor; lack of monitoring of their property after tree removal; that the tree removal (roots) was still affecting the property; that their property wasn't fully repaired including having a visible crack and being left with mismatched externally painted walls; and there were delays in resolving the claim.

Our investigator looked into things for Mrs and Mr T and partly upheld their complaint. She thought Covea's surveyors' credentials and professional qualifications were suitable and that there wasn't anything to suggest their diagnosis was incorrect; that the monitoring of their property was sufficient; that Covea should ensure all the trees are felled and the roots/stumps poisoned if it hasn't already done this; and she thought that Covea's recent offer to pay a contribution towards the additional cost of painting the exterior (just over £700) was fair. But she thought Covea should pay Mrs and Mr T £400 compensation in acknowledgement of its delay and poor service.

Covea accepted the position outlined but Mrs and Mr T didn't so 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 Mrs and Mr T, and I can understand their frustrations as their claim has been delayed and hasn't been dealt with as smoothly as it should have been.

In response to our investigator's view Mrs and Mr T has now accepted the monitoring of the property was sufficient and that there isn't any evidence the property hasn't stabilised. And they accepted that Covea should ensure all the trees are felled and the roots/stumps are poisoned. So, I don't propose to go over this further and I will focus on the points Mrs and Mr T don't agree with in this decision.

I know Mrs and Mr T continue to question the qualifications and credentials of Covea's surveyors, but I've seen enough evidence to say they are proficient in their area of work and expertise and are suitably qualified. I know Mrs and Mr T feel that one of the surveyors didn't

attend their property and questioned whether the attending engineer had the level of expertise to consider the different areas that required repair. And I understand further opinion was required but that doesn't mean the surveyors weren't qualified or they didn't have sufficient qualifications. Unfortunately, claims like this can be difficult to get to the bottom of and although things could've been handled better I don't think this means that Covea's appointed agents didn't have the required skill or expertise.

In relation to the external walls, I know Mrs and Mr T feel that they should be paid to cover the costs of matching all of the external area that wasn't affected but still required painting. But I think this would be going a step too far in this case and a reasonable match to the original paint work could be made. As such, I agree with our investigator that the additional amount of just over £700 that was added to the scope of works seems fair. Covea has said repairs need to be '*...proportionate for the damage and we would only cover the damaged area to a corner or natural break and no other areas*' which I feel is reasonable.

Finally, our investigator accepted that there had been a number of delays in the advancement of Mrs and Mr T's claim and awarded £400 by way of compensation and I think this feels fair. As our investigator outlined insurance claims, especially difficult subsidence claims like this one with other impacting factors, are often drawn out and difficult with inevitable delays. So, I have just focussed on the avoidable delays caused by Covea and its agents and the impact on Mrs and Mr T.

It is clear there were some avoidable delays in dealing with Mrs and Mr T's claim which Covea has accepted. There was a period of around four months when the claim was delayed, and I agree with our investigator that although discussion about advancement of the claim was required it wasn't necessary for work to stop or be paused. There was also months delay in confirming that the same builder would be used for the dual aspect of the claim which caused delay including drawing up the schedule of works. Given this, which Covea has accepted, I think Mrs and Mr T should be paid £400 compensation for the stress and inconvenience caused by the avoidable delay.

I know Mrs and Mr T feel that further delays were preventable, when the claim was placed on hold while a previous monitoring report was awaited, but I think this links in with the unfortunate delay that often occurs with these kinds of claims. I don't think Covea acted unreasonably in looking to re-evaluate the claim at this stage and consider any possible impact any previous subsidence issues may have had on the recent claim. Insurers are entitled to ask for further information when they deem it necessary. And I'm satisfied that Covea needed to review things at this stage in order to decide if there had been any previous subsidence and whether this had been disclosed as this could've had a significant impact on the claim.

So, although Mrs and Mr T will be frustrated by this, as they feel the level of compensation should be increased, but I think Covea were entitled to make these enquiries whatever the impact on the claim. And given all of this, I think the fair and reasonable thing to do, in the particular circumstances of this case and for the reasons outlined above, is for Covea to pay Mrs and Mr T £400 by way of compensation for the delay and poor service. Plus, it should ensure that all the trees are felled, and the roots/stumps are poisoned.

### **My final decision**

It follows, for the reasons given above, that I partly uphold this complaint. I require Covea Insurance plc to ensure that all the trees are felled, and the roots/stumps are poisoned. And it should pay £400 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T and Mr T to

accept or reject my decision before 2 January 2024.

Colin Keegan  
**Ombudsman**