

## **The complaint**

Mr S complains about the way Ocaso SA, Compania de Seguros y Reaseguros handled a claim he made under a buildings insurance policy.

Reference to either party includes their respective representatives.

## **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.

The circumstances aren't in dispute, so I'll summarise my findings:

- In March 2022, Mr S got in touch with Ocaso to make a claim for water damage to his property. Ocaso accepted the claim.
- Mr S is a leaseholder of a flat and the freeholder was responsible for repairing the pipe. Ocaso asked Mr S to provide evidence from the freeholder that the leak had been stopped.
- Mr S didn't think this was necessary. He said the leak had been stopped and thought that should be sufficient for Ocaso to proceed with the claim. After Ocaso insisted it needed that evidence, he complained.
- I understand it took considerable effort from Mr S before the freeholder confirmed the leak had been repaired. It took them until January 2023 to confirm it had been fixed a year earlier. Although he shared that information with Ocaso, the claim didn't materially progress by the time of Ocaso's complaint response in March 2023.
- Ocaso apologised for any delays caused but said it wasn't responsible for the time it had taken to repair the leak.
- Our investigator thought the complaint should be partially upheld. She thought Ocaso had acted fairly by asking for confirmation the leak had been repaired. But once that was provided, the claim didn't proceed meaningfully up to the time of the complaint response, around six weeks later. She thought that was unfair and asked Ocaso to pay £100 compensation as a result. I agree with this. I'll explain why.
- I think it was reasonable for Ocaso to ask for confirmation the freeholder had repaired the leak. Without that, there would have been a risk that any building repairs wouldn't have been lasting and effective – which could have had a negative impact for both parties. Ocaso explained this to Mr S, so I think it helped him to understand why it wanted the confirmation. I'm satisfied Ocaso wasn't responsible for the time it took to get the confirmation.
- Once Mr S provided the confirmation, I would have expected Ocaso to act promptly to progress the claim. But it didn't do so and that caused an avoidable delay of

around six weeks up to the complaint response. The scope of this complaint doesn't go beyond that response, so I can't consider what happened after that time. I'm satisfied £100 is reasonable compensation for that avoidable delay.

- The next steps are for Ocaso to consider the repair costs Mr S has submitted. I don't think it's practical or helpful to set out a specific timescale for Ocaso to do this. But it must keep in mind its regulatory obligation to handle the claim promptly and fairly. And if Mr S doesn't think Ocaso has done that, or is unhappy with the claim outcome, he's entitled to raise a complaint.

### **My final decision**

I uphold this complaint.

I require Ocaso SA, Compania de Seguros y Reaseguros to pay £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 November 2023.

James Neville  
**Ombudsman**