

## **The complaint**

Mr R complains on behalf of S, a limited company, about the way Covea Insurance plc has dealt with a claim made under S' buildings insurance policy.

## **What happened**

- S owns a block of flats. In 2018, a nearby retaining wall collapsed into the block, causing damage to it.
- After a complaint was referred to this Service, Covea was required to accept the claim in full.
- The wall was rebuilt and repairs were carried out to the damaged flats. Mr R was concerned the collapse may have caused structural damage to the block. After another complaint was referred to this Service, Covea was required to fund an investigation into the structure of the building.
- A dispute arose about what investigations should be carried out, by whom and in what order. Ultimately, Covea agreed to pay for a structural engineer, P, who had been chosen by Mr R, to carry out a structural inspection. And Mr R agreed for a surveyor of Covea's choosing, G, to carry out a distortion survey.
- Mr R complained about the time it had taken to reach this stage and the way Covea had communicated during that time.
- In its complaint response, Covea accepted it hadn't answered all the questions raised by Mr R previously. It offered to do so if he still wanted it to. It said P wasn't independent, which is why it had suggested G provide additional input. The alternative would have been to appoint a surveyor other than P or G.
- P carried out a structural survey. In summary, it didn't identify any structural problems. Because of this, I understand G didn't carry out the distortion survey.
- Our investigator didn't think the complaint should be upheld. She said Covea had been willing to pay for P's survey and it wasn't unreasonable to appoint G as well.
- Mr R didn't think this was a fair outcome, so the complaint has been passed to me.

## **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.

- Previous complaints have been considered by this Service about this claim. The scope of this current complaint is limited to matters associated with the investigation into the structure of the building, after a previous Final Decision in January 2022.
- During our investigation, Mr R has mentioned concerns with the premiums charged by Covea, particularly after the 2022 renewal. He's entitled to raise a complaint about that with Covea if he wishes. But it's outside the scope of this complaint.
- By the time of Covea's complaint response, the core issue was resolved. P provided its structural survey and I understand that's helped both parties to consider the matter of the structure of the building to be resolved. All that leaves for me to consider is whether Covea acted fairly and reasonably when handling this matter.
- Taking everything into account, I'm satisfied it did and I won't be requiring it to do anything further. I'll explain why.
- In February 2022, Covea said it wanted to appoint G to carry out a distortion survey. Mr R suggested appointing P to carry out a structural survey. Covea agreed to that and said it would 'reimburse reasonable costs incurred' – but it also wanted Mr R to agree to G carrying out the distortion survey. Mr R asked Covea to confirm its agreement to P's specific costs before he committed to paying them.
- There followed extensive discussions between the parties and an agreement wasn't reached until June 2022. At that time, Mr R agreed for G to carry out the distortion survey and Covea agreed to pay P's specific costs.
- I won't go into all of the discussions in detail. I'll focus on the key sticking point, which in my view was the role of G – namely, the scope and purpose of the distortion survey, whether it should be carried out before or after P's structural survey, who would review the results of the survey, and whether appointing G was in line with a previous Final Decision.
- Overall, from Mr R's perspective, the involvement of G was unnecessary and wasn't specified in the previous Final Decision. So he didn't agree to it. And he wanted Covea's assurance it would pay P's specific cost before committing to it.
- And from Covea's perspective, it promptly agreed in principle to pay for P. It thought the involvement of G would provide objective information about any potential distortion to the structure of the building and was prepared to pay for that too. It wanted Mr R to agree to G's involvement before committing to pay P's specific cost as it thought the distortion survey results may be useful to P.
- I don't think either of these perspectives were unreasonable. It seems that both parties became entrenched in their respective positions – and that was the cause of the delay. This is perhaps understandable after many years of dealing with a claim that's been the subject of numerous disputes and complaint referrals to this Service.
- Nonetheless, it would have been preferable for Covea to respond more proactively to the queries raised by Mr R and to be clear that it would pay for P's specific costs sooner. But I think it's unlikely that would have made a material difference, given the differing opinions of the parties about the way forward. So, all things considered, I don't think Covea acted unfairly or unreasonably.

**My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask S to accept or reject my decision before 2 August 2023.

James Neville  
**Ombudsman**