

The complaint

Mr F complains about how Accredited Insurance (Europe) Ltd handled a claim he made following a water leak.

What happened

In July 2021, Mr F had an escape of water in his downstairs cloakroom. The leak was fixed a couple of days later, but water had seeped into the walls and under the floor tiles and carpeting. Mr F made a claim against his home insurance policy with Accredited. After the claim was assessed and further checks carried out, the claim was accepted in October 2021. After Mr F made known his preference for materials in January 2022, it was agreed for the work to start in mid-February 2022.

The work started on schedule and Mr F's toilet and sink were removed, but on lifting the floor tiles it was found that Mr F's property needed to be dried out. This left Mr F without a usable downstairs utility which he needed as he was disabled. Initially the business Accredited asked to do the drying out work had previously told Mr F his property didn't need to be dried out. Mr F wasn't happy with them taking on the work as he'd lost faith in them. Accredited arranged for another business to dry out the property.

During the drying period Mr F was left without his downstairs toilet and sink as these weren't put back into situ. Accredited said they would provide him with alternative accommodation or a bathroom pod for his use. Mr F said the bathroom pod was no more than a portacabin on his driveway which was unacceptable. And the alternative accommodation would have meant him spending several weeks in one room. Mr F said neither offer was suitable, so he tried to manage at home.

Moisture readings confirmed Mr F's property was dry by mid March 2022. And arrangements were made for the plastering to be done with Mr F's vanity items being restored by the end of March 2022. The work started to repair the damage to Mr F's property. Mr F complained to Accredited about:

- Lack of communication
- Unreasonable delays
- Avoidable mistakes
- Poor workmanship/errors in the finished work' and
- The distress and inconvenience caused during the works

Accredited said that Mr F had previously complained to them and that a final response had been sent to him in November 2021. So, they would only consider the complaint points not covered by the previous complaint. Accredited accepted that the drying of Mr F's property should have been done following the first inspection. They apologised for this and offered Mr F £150 for the distress and inconvenience this had caused him.

Mr F wasn't happy with Accredited's response. He said they should pay him £2,500 to compensate him for the distress and inconvenience that had been caused. He referred his complaint to us.

Our investigator said that there had been avoidable delays in handling Mr F's claim. And this had caused him distress and inconvenience. She said Accredited's offer of £150 was too low and asked Accredited to compensate Mr F by paying him £500 for the distress and inconvenience he'd experienced.

Mr F didn't agree and asked for an ombudsman to decide.

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 can see from Accredited's records that Mr F complained to them about their handling of his claim in October 2021 and they sent a final response letter to him at the end of November 2021. After a final response letter has been sent there is a period of six months from the date of the final response letter to bring the complaint to us to consider. So, Mr F would have had until the end of May 2022 to bring this complaint to us. As he didn't, I can only look at the new complaint points he asked Accredited to consider in April 2022, which after their final response letter he brought to us in July 2022.

It's not in dispute that some things went wrong with the handling of Mr F's claim. What remains in dispute is the level of compensation Mr F should get for the distress and inconvenience that has been caused.

Unfortunately for policyholders this sort of escape of water claim usually does take several months because of the time needed to dry, assess and carry out repairs. When bathroom fittings have to be removed and floors lifted in a property, there's always going to be a lot of disruption. But I think what's added to what already is a distressing time here is that Mr F after having waited seven months from the date of the water leak for the start date of the work to commence, had to see the work stopped as his property hadn't been dried out. And this added at least a further month onto the schedule of work. Accredited has accepted that this should have been identified sooner.

It would have also been distressing for Mr F that this was only found after his sink and toilet had been removed. Which meant he was left without the use of the downstairs facilities while the property was dried out. I can see that Accredited tried to make the situation better by offering alternative accommodation or the option of a mobile toilet facility. But neither of these options were acceptable to Mr F and he continued to stay at his home. But without the use of the downstairs bathroom, given Mr F is disabled this would have been inconvenient and distressing to deal with. But while Mr F's living conditions were very inconvenient, he did still have access to bathroom facilities.

From Accredited's records I can see that Mr F's partner spoke to Accredited several times to check on the status of the claim and the schedule for the work to be done. I can see that Accredited explained that there was a demand on their contractors following a storm surge, but I can also see they asked for Mr F's claim to be treated as a priority given the delay and taking into account Mr F being disabled,

It was planned that the sink and toilet would be refitted after the downstairs was plastered towards the end of March 2022. But a plumber was sent to reinstall the items before the plastering work had been done. And so, a further visit had to be arranged. Records show

that Accredited acted promptly to reassure Mr F's partner, and a schedule of work and the days the plasterer and plumber would attend was provided. I can also see that when a new leak was found a plumber was promptly sent.

Putting things right

I know Mr F will be disappointed by my decision as he thinks £2,500 is more reflective of the distress and inconvenience that's been caused. But it's not our role to punish a business. I can understand Mr F being upset that this process took longer than it needed to. I also think Mr F shouldn't have needed to contact Accredited to move his claim along or to seek reassurance about what was happening. But overall, considering the effect that the delay and poor communication had on Mr F, I think compensation of £500 is appropriate for the poor service he received from Accredited.

My final decision

I uphold this complaint. And ask Accredited Insurance (Europe) Ltd to pay Mr F £500 for the distress and inconvenience caused by their poor service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 17 March 2023.

Anne Scarr
Ombudsman