

The complaint

Mr and Mrs C complain HDI Global Specialty SE settled their landlord's insurance claim unfairly.

HDI's been represented for the claim and complaint. For simplicity I've referred to the agent's actions as being those of HDI.

What happened

Mr and Mrs C claimed on their HDI landlord's insurance policy for a range of damage and loss they felt had been caused by departing tenants. They had been quoted around £43,000 for repairs. HDI paid £5,000 under 'malicious damage' cover provided by the policy.

Mr and Mrs C complained about the settlement – and HDI failing to accommodate Mr C's request, because of a disability, that it communicate with him verbally. In response, HDI said it considered much of the damage to be poor housekeeping rather than malicious damage – including damage to carpets. It said it had paid out up to the policy limit for malicious damage - £5,000. It didn't agree to pay anything further. HDI apologised for using written communication – but said it had made phone calls once made aware of Mr C's needs.

Mr and Mrs C weren't satisfied so came to this service. Since then, according to them, HDI's covered some water damage and damage to doors too. But they said some sheds they feel were stolen by the tenants, still hadn't be settled. Our investigator didn't recommend HDI cover the sheds. But she felt it had failed to make reasonable adjustments for Mr C. She felt this had caused him unnecessary distress. She recommended it pay him £400 compensation in recognition.

Mr and Mrs C agreed with the outcome. But as HDI didn't respond with an agreement to pay the compensation the complaint was passed to me for a final decision.

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.

Mr C said he agreed with the investigator's outcome, so I haven't considered the settlement aspect of the claim. Instead I've focused on the compensation she recommended but HDI didn't respond to.

Mr C's explained the difficulty he had communicating with HDI. He says he explained to HDI the difficulty he had with written communication due to his disability – and that as a result he said phone calls would be preferable. He says despite that, HDI failed to make reasonable adjustments for him for some time.

Our investigator felt HDI had failed to make reasonable adjustments for Mr C. She felt £400 would be a fair amount of compensation to recognise the unnecessary distress this had caused him. It does seem, from HDI's notes, that Mr C did raise the issue a few times before

it made any adjustment for him. Having listened to his account of the impact of this on him (including confusion and frustration) – and with an absence of any counter arguments from HDI, I think £400 is a reasonable amount for it to pay him.

My final decision

For the reasons given above, HDI Global Specialty SE need to pay Mr and Mrs C £400 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 16 March 2023.

Daniel Martin
Ombudsman