

The complaint

Miss B has complained about how Accredited Insurance (Europe) Ltd ('Accredited') dealt with a claim under a home insurance policy.

What happened

Miss B contacted Accredited to make a claim for an escape of water at her home. Accredited accepted the claim, dried the property and said its contractors could carry out the work to repair the damage or it could offer a cash settlement.

Miss B later complained to Accredited as she was unhappy about how long it was taking to progress her claim, the condition of her home, including how cold it was and issues with her kitchen units and the oven. When Accredited replied to the complaint, it said it had arranged a joint site visit.

When Miss B complained to this service, our investigator upheld the complaint. She said there were some unreasonable delays during the claim. She said the flooring issue remained unresolved for a few months and it was also unclear why the scope of works took so long to finalise. Due to the delays, the exposed floor meant Miss B's child was hurt and both Miss B and her child suffered health problems due to the property not being able to retain heat. Miss B also had to chase for updates. However, our investigator said Accredited didn't need to provide commercially sensitive information and that she hadn't seen evidence Accredited damaged the kitchen. She said Accredited should pay £350 compensation.

As Accredited didn't agree it should pay any compensation, the complaint was referred 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.

Having done so, I uphold this complaint. I will explain why.

When Accredited first started to deal with the claim, from what I can see, this seemed to progress promptly, including the drying taking place. However, after that the claim seemed to progress much more slowly and Miss B had to chase both Accredited and the contractors on multiple occasions to try and establish what stage the claim was at and what needed to be done for it to progress.

A key issue was the scope of works. I'm aware it can take time to complete this and that changes sometimes need to be made to ensure it is correct. However, I note that shortly after the drying was complete, Accredited told Miss B it was looking to finalise the claim and if Miss B wanted a cash settlement that a surveyor would confirm the final scope of works. It still wasn't finalised a few months later.

One of the issues with finalising the scope of works, seemed to be the flooring. Accredited told this service that Miss B wasn't able to provide it with evidence of the original flooring and the quotes provided were for more than the cost allocated in the scope of works, which then caused delay. Looking at the records, these showed that Miss B chased both Accredited and the contractor to try and get an explanation of what needed to be done to resolve the flooring issue. She seemed to be passed from one party to the other. It was later decided that the cost allowed for the flooring wasn't enough and was increased by about £10 per square metre. So, I think it wasn't initially made clear to Miss B what the flooring issues were and what needed to be done to resolve them. I didn't see any reluctance on Miss B's part to try and sort out the flooring issues and, ultimately, the allowance for the flooring was increased. There were also some other fairly minor changes to the scope of works and although Accredited has said this was necessary, I don't think it has satisfactorily explained why it took so long to make all the changes.

Miss B was also concerned about the condition of her home while the work remained ongoing. She said her child was scraped on a few occasions because of the condition of the floor. She also said they were cold in the house. Accredited has said Miss B was told to put her heating on high and that the use of additional heaters should have been explored. Accredited, again, suggested to this service Miss B was reluctant to resolve this issue and she should have explored ways of heating the property. Looking at the records, Miss B did explore options to heat her home. She specifically raised this with Accredited, including whether it would pay for heaters. Accredited asked whether the heating was still on high. Miss B replied and said it wasn't as high as when drying was ongoing, as Accredited had advised it would help with the gas bill at that time. She said if Accredited was advising she turn her heating back up to 25 degrees and was still able to assist with the gas bill, she could do that.

Accredited didn't respond to the questions about the heaters or the gas bill, but said it would send a contractor to see if it could do anything. Miss B then chased again to say her house was still cold. I can't see that Accredited responded to Miss B's ongoing concerns about how cold she and her child were.

I didn't see a reluctance from Miss B to want to warm her home. Her concern seemed to be the potential costs in doing so because of the condition of her home, which she asked Accredited for guidance on. I don't think Accredited has shown it provided a satisfactory response to Miss B about her concerns, despite her continuing to say she couldn't keep her home warm. I'm also aware that Miss B explained the distress it was causing her to have to keep chasing for the claim to progress.

So, thinking about this, in my view, there were issues Accredited could have progressed more quickly and explained more clearly to Miss B. It also didn't seem to properly respond to Miss B's concerns about the conditions she was living in, including how cold her house was in the coldest months of the year. As a result, I think Accredited should pay Miss B £350 compensation to reflect the impact on her of how some aspects of the claim were dealt with.

I'm aware Miss B also wanted to see the breakdown of costs in the scope of work. However, this is commercially sensitive information, which a business isn't required to provide. It provided an unpriced scope of works and a total settlement amount, which I think was reasonable. Miss B also said there was damage to her kitchen. However, as I haven't seen evidence of this, I have no comment to make on this.

Putting things right

Accredited should pay Miss B £350 compensation.

My final decision

For the reasons I have given, it is my final decision this complaint is upheld. I require Accredited Insurance (Europe) Ltd to pay Miss B £350 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 30 November 2023.

Louise O'Sullivan
Ombudsman