

The complaint

Miss N has complained about the way the claim for storm damage to the flat she leases was handled by Accelerant Insurance Europe SA/NV.

Accelerant is the underwriter (insurer) of this policy. Some of this complaint concerns the actions of its appointed agents. As Accelerant accepts it is accountable for the actions of its agents, in my decision, any reference to Accelerant should be interpreted as also covering the actions of its appointed agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not in dispute, so I'll focus on giving the reasons for my 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.

Having done so, I've decided to uphold it and make Accelerant pay what our investigator suggested.

- Under the terms of the policy Accelerant were obliged to provide Miss N with alternative accommodation if her flat was uninhabitable. If she chose not to take this option then it was appropriate for Accelerant to pay her a disturbance allowance of £25 per day for the period her flat was uninhabitable, which Accelerant does not dispute.
- Based on Miss N's testimony and the other evidence she has provided I am not persuaded her flat was habitable until 14 September 2022 after the full repairs to the roof on her block of flats were completed.
- I think the fact a surveyor suggested the flat was uninhabitable in July 2022 supports my view on this, despite what Accelerant has said about his comments.
- I think the main things which made Miss N's property uninhabitable were the unacceptable temperatures, mould in the bedroom, issues with the electrics and general deterioration due to water damage originally and which was ongoing.

Putting things right

As Miss N was unable to use her flat in the period 18 February to 13 September 2022 and wasn't in alternative accommodation for 199 days in this period, for the reasons set out above, I consider as part of the fair and reasonable outcome to her complaint, Accelerant should pay her a disturbance allowance of £25 per day for this period, i.e. £4,975. As Miss N has been without these funds due to failings by Accelerant, I also consider it is fair and reasonable for it to pay her interest on this amount from 14 September 2022, when the roof

on her block of flats had been repaired, to the date of payment¹.

The way Miss N's claim was handled by Accelerant also caused her significant distress and inconvenience. And I agree with our investigator that this warrants a payment of an additional £750 in compensation.

My final decision

I uphold Miss N's complaint and order Accelerant Insurance Europe SA/NV to pay what I've set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 12 February 2024.

Robert Short
Ombudsman

¹ Accelerant must tell Miss N if it has made a deduction for income tax. And, if it has, how much it's taken off. It must also provide a tax deduction certificate for Miss N if asked to do so. This will allow Miss N to reclaim the tax from His Majesty's Revenue & Customs (HMRC) if appropriate.