

The complaint

Mrs R has complained about her property insurer HCC International Insurance Company Plc about how it has handled a claim following a flood, including outstanding repairs and poor work completed.

HCC has used a number of agents to progress the claim. I'll refer to them separately where needed, but only to HCC by name. HCC is responsible for the agents it has used, including the contractors completing the work, so any failure of the agents is a failure of HCC.

Mrs R owns two properties, both of which were subjected to flood claims. This complaint is about the property described below ("property1"). Mrs R's second property is located nearby and I may need to refer to it during this complaint as far as the claim for it pertains to the events subject of this complaint. In that instance I'll refer to it as "property2".

What happened

Mrs R owns a property which comprises a shop at the front at street level. There is a flat, where Mrs R lives, spanning the three floors above the shop. Below the shop there is a basement which is converted for living. Mrs R stays in this accommodation when she lets out her flat above the shop to holiday tenants for up to 90 days during the year. At the rear of the basement flat is an area used as office space. This space has been referred to by many different terms throughout the claim such as "covered patio area" and "lean-to", from here forward I'll refer to it as the office. The office sits at a lower level than the basement living accommodation.

On 12 July 2021 the drains in the area of Mrs R's property were inundated with rainwater. This resulted in many properties, including Mrs R's, being flooded. In the basement, water came up through sanitary equipment and overflowed flooding the basement, including the office, to a depth of around 18 inches. Mrs R made a claim for repair.

HCC appointed a loss adjuster. Concerns arose about whether the risk for this property had been fairly represented to it. Enquiries were made. As of 11 August 2021 HCC was satisfied that the claim could be progressed. In October 2021 the loss adjuster reported that the property had been stripped and it was expected to dry by the end of October. It was May 2022 when another report confirmed the property was dry and reinstatement work would be progressed.

In an email at the end of June 2022 Mrs R noted reinstatement works had just started. But they stalled again in July due to an issue over ordering replacement worktops for the basement kitchen. That wasn't resolved until September. During these three months Mrs R queried the drying certificate for property2, and why it referred to a membrane being needed when she'd been told a membrane had been fitted. In September 2022 Mrs R instructed a solicitor to try and get some answers for her. The solicitor raised concerns with HCC's loss adjuster, regarding the basement, about the standard of work completed to date. Photos were provided showing cracked concrete floor screed, uneven bathroom tiling and the unstripped, waterlogged, mouldy office.

In October 2022 a meeting took place where snagging issues with the repairs and the need to strip and dry the office were accepted. But the contractor had also said it had removed the water from the office on several occasions, only for it to return. So it was agreed for a surveyor to be appointed.

A surveyor was appointed (with a subsequent dispute arising about who made the appointment and how it should have been made). HCC saw the surveyor's report in January 2023. The report noted the office had never been stripped and said the water, full of mould, had likely been in-situ the "entire time since the flood". Based on moisture levels in timber panelling the surveyor didn't think there was an inherent issue of damp in the office, that the water was likely related to the flooding where the floor tiling and timber panelling had not been stripped. The report included a photo of the cracked concrete floor screed but didn't otherwise comment on the rest of the repairs in the basement living accommodation.

HCC wasn't prepared to act on the report. Over the coming months HCC tried to get Mrs R to agree to it appointing another surveyor to produce another report. Mrs R didn't think that was necessary or fair. She also said she didn't want the loss adjuster or the contractor involved further. HCC said there was no evidence of poor work by the contractor.

In May 2022 HCC said it would forego getting another report at that time. It said it would proceed with stripping and drying, then review whether there was an inherent issue with the office which might then prevent it completing further work. But it said the loss adjuster and contractor would remain involved – unless Mrs R wanted to find a contractor. It said, if so, she should present two quotes from other contractors for stripping and drying for it to consider.

Around this time HCC was also considering a request from Mrs R to reimburse her for lost rent from holiday let income. She explained that because she uses the basement living area whilst letting out her flat, she hadn't been able to do that since the point of loss in 2021. HCC said it would have to review its liability as it hadn't known the property was let in this way. Within about a week to ten days HCC confirmed this wouldn't present an issue for it in terms of liability. Regarding the sum of lost rent, it was felt an interim payment for this could be made and the loss adjuster reviewed some evidence of past bookings/income.

By this time HCC was concerned that Mrs R was causing delays – noting that her solicitor was refusing to deal directly with the loss adjuster. HCC felt that was unreasonable. It noted that stripping and drying in the office had not taken place because Mrs R had not removed its contents. HCC also noted that there was no "professional" confirmation that there had been substandard work.

On 3 July 2023 HCC issued a final response letter (FRL) to Mrs R, replying to her complaint first made to in January 2023, about the progress of the claim, poor work and the need for a second surveyor. HCC stated there had been no evidence of poor work to date. Or nothing other than in respect of the concrete floor screed and the contractor should have a chance to fix that. Whilst it also noted the office had never been dried properly, HCC wasn't prepared to remove the loss adjuster or the contractor from the claim. It said the contractor would proceed with stripping and drying, but if Mrs R wasn't happy with that, her surveyor could draw up a schedule, put it to tender and then HCC would look to make a cash settlement. But it said if water should pool after stripping and drying then the cause of that would likely not be related to the flood.

Regarding the general progress of the claim, HCC said it didn't think it had caused much delay. It said the property was dry by January 2022 with snagging issues being considered by June 2022, when an issue then arose about the worktop. At that time the issue about drying certificates had also begun to be debated. HCC said it hadn't caused any delay during

all of this. It acknowledged though that as 2023 had begun it hadn't been clear about the need for a second surveyor and on-going discussions had delayed it reaching a resolution (as set out in the FRL). It said it would pay £500 compensation.

The FRL also set out HCC's position regarding the loss of rent claim. It said it would pay £10,681 in full and final settlement of this matter, bringing the loss to the date of the FRL. HCC said it would not pay Mrs R's solicitor's fees.

Our Investigator felt HCC had acted fairly and reasonably. So she didn't uphold the complaint. Mrs R was unhappy. She asked for an Ombudsman's consideration and the complaint was referred to me.

I felt the complaint should be upheld, so I issued a provisional decision to explain my findings to both parties, giving them an opportunity to respond. HCC did not reply to my provisional findings. Mrs R did. She added some comments to a copy of my provisional decision, detailing where she felt something different had occurred or where there were relevant, additional facts, from her perspective. She asked that a timeframe be placed on any further loss of rent payment and that I agree to consider any further complaint she should need to make about the claim post the July 2023 FRL.

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 said provisionally:

"My background above cannot be described as brief. But it is a summary of events and arguments that are key to this complaint. I appreciate, detailed though my summary is, that the parties may feel certain points which they feel are important are missing. But I can assure both parties that I have read, understood and taken into account all of their submissions.

To be clear, I am aware that matters have continued to progress since HCC's FRL of 3 July 2023. However, the FRL is a point at which my considerations must stop. I will consider what happened in the run up to that FRL and whether I think HCC, including within its FRL, has acted fairly and reasonably, based on the evidence available at that time.

Drying certificate

This was actually issued regarding property2. But it's been suggested the issue caused delays for the claim for property1. Mrs R feels that HCC acted unreasonably regarding her enquiries about the certificate whereas HCC has felt too much emphasis was unreasonably placed on its content – that perhaps Mrs R had unreasonably requested its amendment.

I think the issue over the certificate became unnecessarily entrenched. I say that because Mrs R asked a simple question of the loss adjuster on 18 July 2022 – but this was not answered in any clear manner until 13 September 2022. The question asked was reasonable and the answer could have been given much sooner – why did the certificate include a recommendation for a damp membrane when Mrs R had been told one was laid, the answer was that one had been laid but the certificate pre-dated that installation.

Because the answer wasn't given quickly, Mrs R's solicitor became involved and the matter escalated with the solicitor feeling the certificate should be amended. I think HCC was correct – that it should reflect the correct detail as at the point it was issued, and I note it

offered to provide a letter confirming that a membrane had subsequently been fitted. I think that was reasonable. But I also think HCC could have avoided that whole escalation and extra correspondence that resulted, not to mention worry and effort for Mrs R, if it had given the simple answer very quickly to Mrs R. I think this episode also impacted how Mrs R felt about the loss adjuster and contractor, with that then adding to the loss of faith I think she experienced regarding their work on the claim for property1.

Delays (until end of June 2022)

The loss occurred overnight on 12 July 2021. HCC had a loss adjuster attended within the week. The loss adjuster noted a discrepancy with how the property was occupied against how the policy recorded that. The loss adjuster also noted a concern with the sum insured. It was felt though that the loss was genuine and would be accepted pending these liability issues being considered. They were considered, HCC decided there was nothing barring or restricting its liability for this claim and, as of 11 August 2021, it had agreed to proceed. There was then a report on 22 October 2021 which recorded "the strip out works have been completed and the drying programme is currently being undertaken".

I don't think there was any unnecessary or avoidable delay during this period. It was reasonable that HCC wanted to explore the liability issues flagged by the loss adjuster in the report of 21 July 2021. And I've seen the enquiries and considerations which then followed. I think a period of around six weeks for all of that to be undertaken and for these very important liability issues to have been decided was fair and reasonable. I also think that for works at the property to then be progressed as they were, to the point of drying having commenced by 22 October 2021, was fair and reasonable.

What is not reasonable, in my view, is that whilst it was reported in October 2021 that strip-out works had been completed, that ignores the fact that the office had not even been cleared of its contents, let alone stripped. I see that floor tiling and wood panelling, both of which would trap moisture, were left in place. And if drying had commenced in the office, that would almost certainly have been fated, at that point, to be ineffectual because of the items and materials left in place.

In that report of October 2021, it is said that drying is expected to complete within the week. Then in November 2021 a further report says drying is nearly complete. A report then issued on 19 January 2022 said the "drying programme has now been completed", with all reinstatements to be completed by the end of February 2022.

I think there was likely some delay during this period. Sometimes a period for drying has to be extended from that initially expected. But the drying period having to be extended at least twice in this time, suggests to me that it wasn't undertaken or planned as well as it should have been. I've certainly seen nothing which makes me think unforeseen issues, which couldn't reasonably have been expected, arose which resulted in the reasonable extension of the programme to January 2022.

Further, it is known that part of the basement wasn't stripped or dried successfully at all, which may well have impacted the moisture levels in the basement as a whole. I think it's fair to say that if the stripping and drying had been properly executed, throughout the whole basement; the living accommodation and office, would have been dried by the end of November 2021.

I'm not sure if drying continued after January 2022. The report from May 2022 is suggestive of drying having continued, with reinstatement only just starting. And I note that Mrs R in an email of 30 June 2022 said work to property2 had completed with work to property1 only just starting. I haven't seen any good reason for drying continuing or little reinstatement work

occurring between January 2022 and 30 June 2022. I bear in mind though that a full kitchen replacement was required and accept such often entails a twelve-week lead time. Also there was plaster work and floor screeding, which would need time to dry/cure. I'm minded to think that a five month period for reinstatement, including a reasonable period for any snagging to be resolved, would have been reasonable here. Meaning, in my view, work should have completed by the end of April 2022 (having commenced at the end of November 2021). And I think that is somewhat generous, although fair, given that proper management of the claim should have allowed for the kitchen and material choices to be chosen and ordered concurrently with the stripping and drying work.

So, as of the end of April 2022, this property should have been fully reinstated. Whether or not the parties' positions became more entrenched after this time, or whether or not Mrs R, or her solicitor then caused some delay, the claim should have been over and done with by then. And the reason it wasn't, in my view, was because of HCC's delays.

Claim handling (July 2022 until the end of 2022)

I've looked though at the key things which occurred between July 2022 and December 2022.

Briefly I think HCC caused a delay, as mentioned above, regarding the drying certificate for property2. This could have been resolved around two months earlier than it eventually was.

I also think that HCC also caused a further delay with reinstatement work during this time of around six weeks. In August 2022 the contractor had been asking Mrs R for a worktop choice. The contractor in September 2022 was made aware that Mrs R was waiting for them to revert to her, whereas the contractor understood they were waiting for Mrs R. In my view the contractor and the loss adjuster are the experts, they should have worked pro-actively to make sure this misunderstanding either didn't arise or, if that was unavoidable, to mitigate the delay it caused. I think HCC failed Mrs R here.

Evidence of poor work was provided to HCC in September 2022. I think it acted fairly and in a reasonably timely manner at this point to arrange a site meeting on 19 October 2022. That meeting resulted in an agreement to appoint a surveyor – but also for the contractor to remove items from the office. The latter wasn't done. I can't be sure if a surveyor – and the delay that inevitably caused – was necessary at this time. For example, HCC seemed to accept that the contractor had attempted to remove moisture from the office – but doesn't ever seem to have been presented with evidence to support this statement. Nor does it seem to have been queried. And I note there is no reference to an issue like this in the contemporaneous loss adjuster reports from 2021/2022. Nor does anyone question, at that time, why the room had not been emptied or cleared. But clearly things had reached a position of stalemate and appointing an expert was, in my view, a reasonable way to progress matters.

The minutes from that meeting aren't wholly clear as to the basis for the appointment. But I've reviewed the emails between Mrs R and the loss adjuster, as well as emails between the loss adjuster and the first surveyor. Clearly the loss adjuster approved the appointment of the first surveyor. Mrs R then changed her mind about using that surveyor. But she did not just appoint the second surveyor. She first reverted to the loss adjuster and asked for his agreement for this second surveyor to be appointed. And the loss adjuster clearly agreed and gave her the green light to go ahead. I've seen an email from the loss adjuster later to HCC, which seems to say that whilst he gave that agreement, he didn't tell Mrs R that those findings would be binding. I find that a little underhand – if the surveyor's findings weren't intended to be binding, then that should have been made very clear, in writing. Whilst I don't think there was any further delay by HCC in these couple of months at the end of 2022, I do think HCC failed Mrs R by misleading her about the surveyor. With that then impacting the claim in 2023.

Second surveyor and claim handling 2023

In January 2023 HCC had received and had had a chance to review the surveyor's report. It was at this stage that discontent, internally, arose about how the surveyor had been appointed. HCC's submissions show that it wanted a chance to have its own surveyor, which it had had chance to vet and choose, assess the property and review the report. But I think it had chance to vet the surveyor it allowed Mrs R to put forward, and to have input as to that surveyor's remit. I think that HCC's 'back tracking' in early 2023 to try and insist on a further surveyor was unfair and unreasonable.

By the point of the 3 July 2023 FRL HCC was no longer insisting on a further surveyor/report. It had said in May 2023 that it would forego obtaining this. But, until that point, its view that a second surveyor/report was required had delayed the claim by around five months, and the complaint by three months.

Further, whilst it agreed in May 2023 to forego the above, it was still insisting, at this time and through to the July 2023 FRL, that there was no evidence of poor work at the property. I'm satisfied that HCC unreasonably caused the claim to remain unresolved and to be ultimately at a point of stalemate when the FRL was issued in July 2023.

Poor work

I think HCC's final response in this respect is contradictory. It says there is no evidence of poor work – but goes on to acknowledge an issue with the concrete floor screed and that the office has never been dried. Where a contractor is employed to strip and dry a property and confirms to the loss adjuster in charge of managing that claim, that this has been done, when that is patently not true, that is the very definition of poor work.

I note that in May 2023 HCC also said there was no "professional" evidence of poor work. But the surveyor had identified that the office should have been stripped but hadn't been. HCC itself had also noted at this time that the office had never been dried. It blamed Mrs R for not removing the contents, but its loss adjuster, in the two years since the incident doesn't ever seem to have taken Mrs R to task about moving items out of the room. And the minutes from the October 2022 meeting – which the loss adjuster saw and agreed to – noted that the contractor would remove the items so stripping and drying would be possible. Further, "professional" views aside, the solicitor had provided photos in September 2022, as described in my background, which clearly evidenced poor work.

In my view HCC's stance, maintained and reiterated since October 2022, up to and within the FRL of July 2023, that there was no evidence of poor work by its contractor, was entirely unfair and unreasonable. I can quite see why Mrs R became frustrated with HCC's answers

on this issue. I also think it's fair to say that between the contractor not having done what it was tasked to do, whilst reporting stripping and drying had been completed, the loss adjuster not checking that, and HCC's refusal to accept poor work had been done, that Mrs R reasonably lost faith in both the loss adjuster and the contractor.

I'm aware that the loss adjuster has been replaced since the FRL, and that the surveyor may be putting the work to tender, meaning a new contractor will be involved going forwards. But given what I've said above I think HCC's insistence in the FRL both in not replacing the loss adjuster and in not agreeing to replace the contractor was, on this occasion, unfair and unreasonable. The only alternative HCC gave to its appointed contractor being involved was to settle the claim in cash. That, in my view wasn't a fair alternative because it would make Mrs R liable for completing work going forwards, work that, in the main, is needed to correct the poor work of HCC's contractor. I think the only reasonable solution is for HCC to remain liable for the reinstatement work going forwards, whichever contractor is now appointed to complete that.

Loss of rent

In respect of a loss of rent (LOR) claim from Mrs R, HCC considered income detail and agreed to pay £10,681. It said this was for the period February 2022 until July 2023 – it didn't think Mrs R could have let the property between July 2021 and February 2022 due to the Covid-19 pandemic restrictions. HCC's FRL said that was in full and final settlement. But its file shows that when the loss adjuster requested payment to Mrs R of the LOR sum offered in the FRL, this was referenced as an "interim" payment. So whilst it was proffered on a full and final basis, I'm satisfied that when HCC paid that sum, it was not in full and final settlement of that LOR claim.

I think the method HCC used to create the figure it paid was reasonable, looking at the income from the highest earning year before the Covid-19 pandemic, and adding an uplift to account for costs having increased. But I'm not persuaded it was fair for it to have only paid that from February 2022 to July 2023.

In short, I have reviewed the government milestones for the Covid-19 restrictions. I've not seen anything which makes me think Mrs R would not have been able to let her property until February 2022 due to the restrictions. Rather I note that self-contained holiday lets were able to reopen in April 2021. So I think HCC needs to revise its settlement offer to take that date into account (with the loss occurring in July 2021).

I also don't think it's fair for HCC to restrict its claim settlement to ceasing at the point of the FRL. I've found that, by that time it had caused over a year of delay in the claim. As I said above, if matters had been progressed reasonably the basement, as a whole, could have been reinstated by May 2022. Meaning that by July 2023 Mrs R would have already been letting her home out as usual whilst staying in the basement accommodation. The fact that the claim was still ongoing in July 2023 and beyond was not Mrs R's fault, so her ability to claim loss of rent shouldn't reasonably end there. Even if the policy has a cap for lost rent, HCC should be looking to settle any lost rent outside of the policy which has been caused by its delay.

I'm aware that, since the FRL, HCC has indicated it will be reviewing LOR. If that hasn't concluded already, it should take my comments here into account when doing so. If it has completed that review, and Mrs R is still unhappy, it should review the issues again, this time taking into account my findings in this decision (assuming my final decision remains the same and is accepted by Mrs R within the deadline set). In either case it should be adding interest* to any additional sums due to Mrs R, applied from the date she should reasonably have earned the lost income being paid to her, until the date settlement is made.

Compensation

I've set out above where I think HCC has failed Mrs R. I've explained that I think it has caused the claim as a whole to be delayed by over a year. Also that it caused delays in other matters progressing during that period of general delay. I appreciate that Mrs R's income was affected during the time of repair – but bear in mind that she did not progress a loss of rent claim with HCC until May 2023. I've noted it progressed that fairly quickly, but its limited settlement for it was unreasonable. So I don't doubt that Mrs R experienced some considerable upset and significant inconvenience at times during the poorly handled and delayed claim.

However, I also bear in mind that Mrs R wasn't having to live in an uninhabitable property or in a property which wasn't her own whilst all of this was going on. So I'm not minded to think that her daily life was substantially disrupted in the way that a claimant's would be where they live elsewhere during a delayed claim. Also that until the summer of 2022, Mrs R didn't seem too vexed about either the claim's progress or the work. And as of autumn 2022, Mrs R had appointed the solicitor to handle the claim for her – limiting her involvement somewhat. I don't doubt she still had some involvement – but the inconvenience of managing correspondence and trying to progress matters was then borne by the solicitor.

I know HCC offered £500 compensation, and that Mrs R has asked for "in excess of £5,000". I've considered carefully both what happened and what the claim correspondence we have on file from Mrs R shows about how she was affected. I've closely reviewed our guidelines for compensation and thought about other awards we've made in similar circumstances. In reference to our guidelines, £750 is the top sum we'd award where an insurer has caused considerable distress and/or significant inconvenience to its policyholder over many months. On this occasion I think an award of £750 compensation is fairly and reasonably due.

Legal fees

This service doesn't usually find it fair to award such fees. That is because legal representation is not required to make a complaint – either initially to the respondent business, or to escalate matters to us. But we will consider whether failures of an insurer caused a policyholder/complainant to have no choice but to appoint legal representation, and if we think they did, whether that assistance helped the claim/complaint progress.

I note the solicitor has referred to this being a complex issue, that HCC was raising lots of technical arguments. But I think Mrs R was managing things quite adequately in summer 2022. HCC wasn't giving her very good answers but she had a choice at that point, to persist herself, potentially escalating her concerns into a complaint, or appoint a solicitor. Mrs R chose the latter. And it was when the solicitor made the complaint in January 2023 that he began charging for his work.

HCC acknowledges it did not reply to the complaint in a timely manner. The solicitor clearly had lots of involvement between January 2023 and July 2023, but I note that as early as February 2023, HCC told the solicitor that if the complaint was not replied to within the eight-week deadline (from the point of making the complaint), set down in regulations, Mrs R could progress her complaint to this service. As I noted above, Mrs R did not need legal representation to make her complaint.

I understand that the solicitor was trying to resolve the issue, which at that time was HCC's unreasonable insistence on appointing a second surveyor. But I can't say it would be fair to make HCC liable for solicitor's costs incurred when Mrs R could instead have made the complaint herself initially to HCC and then escalated it to us as soon as the eight-weeks passed. So I'm not persuaded, on this occasion, to make HCC cover the legal fees incurred by Mrs R for the solicitor's work on the claim in 2023."

Whilst I've not set out the specifics of everything that Mrs R has said in reply, I've considered all of the further detail which has been given. I've not seen anything, in respect of what Mrs R says happened, that is materially different or would give me cause to think my conclusions and findings about what likely happened and what should have happened are unfair or unreasonable in any way.

I will add some further comment in reply to points Mrs R has made about my not awarding her legal fees. Mrs R says that she had to reinstruct her solicitor in January 2023 because the loss adjuster was claiming the solicitor had agreed to a second surveyor (which was not true). Further that the solicitor did have a positive influence on HCC's response to the loss of rent claim. Also that it was beneficial and appropriate for her to have professional support when dealing with the large insurance company and its agents.

I understand that, at this time, Mrs R was feeling frustrated – she'd thought things would be moving on after the October 2022 meeting and the findings of the surveyor, but that wasn't the case. I appreciate she felt she needed support. I accept she would have needed to at least ask the solicitor about his alleged agreement. And there was certainly a brief period into May 2023, where HCC was considering its position on the LOR claim. But I haven't seen that it was arguments raised by the solicitor which influenced the outcome of the LOR claim – that without such influence HCC would have refused the claim. And Mrs R could have asked the solicitor about the agreement without reinstructing him. It's also still the case that seeking professional support in early 2023 was only one of Mrs R's options. Her other option, as I explained provisionally, was to make a complaint to the Financial Ombudsman Service. I remain of the view that it is not fair or reasonable to require HCC to reimburse Mrs R's legal fees.

Mrs R has made two requests which I feel need commenting on specifically.

Mrs R has asked that I set a date by which any further LOR payment is made. I can understand Mrs R requesting this. But it isn't something I can reasonably do. In simple terms the review will take place outside of this complaint process and I can't tell what might be required or will happen which might reasonably affect how long it will take to conclude.

The second request Mrs R has made is linked, in part to the LOR review. Mrs R is, understandably, concerned about the claims progress after the FRL of 2023, and notes it is possible that she may have to make a further complaint. If she does, she'd like me to agree that I will review that. As with the first request, I can understand Mrs R asking for this. However, it is not something which I can grant or guarantee. If a further complaint is made, the history of the claim and the fact of this previous complaint will be noted and we'll review, at that time, the fair and reasonable course for that current complaint.

I note HCC did not reply to my provisional findings. I've reviewed matters, both in light of what Mrs R has said and that no objections or comments have been received from HCC. Having done so I've found no cause to change my findings from those provisionally stated. My provisional findings are now those of this, my final decision.

Putting things right

I require HCC to:

- Continue to progress the reinstatement of the property, remaining liable for proper completion of lasting repairs.
- Complete its review, or undertake a further review, of the loss of rent claim, taking into account my comments above, including awarding interest* on any sums due to Mrs R, applied from the date she should have earned the income until settlement is made.
- Pay Mrs R £750 compensation.

*Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. HM Revenue & Customs may require HCC to take off tax from this interest. If asked, it must give Mrs R a certificate showing how much tax it's taken off.

My final decision

I uphold this complaint. I require HCC International Insurance Company Plc to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 17 May 2024.

Fiona Robinson
Ombudsman