

The complaint

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

What happened

Ms D had a fire in her home. So, she contacted Accredited to make a claim. Ms D later complained, as she was concerned about how her claim was being dealt with. She didn't think Accredited should have told her to return to the property before it was properly cleaned. She was also unhappy Accredited didn't agree to replace contents such as sofas and carpets and disposed of her children's soft toys. It also hadn't dealt with her damaged alarm or offered a settlement for a laptop. Ms D also complained about delays and poor communication.

Accredited didn't reply to the complaint. So, Ms D contacted this service. Following that, Accredited accepted there were issues with its service and offered Ms D £250 compensation. Ms D didn't think Accredited's offer was fair, so an Investigator at this service looked at the complaint.

Our Investigator upheld the complaint. He said Ms D and her children had health issues and he didn't consider it was fair for Accredited to have said they needed to move out of alternative accommodation before the property was fully cleaned. He said Accredited also should have asked Ms D before it disposed of her children's soft toys. He also said Accredited should reconsider the claim for the alarm.

Our investigator also said there had been poor customer service at times. However, he said that it was fair for Accredited to clean the carpet and sofa rather than replace them. He also said it was fair for Accredited to decline the claim for the laptop as Ms D hadn't provided enough evidence to show her loss. He said Accredited should pay £400 compensation for the issues with the claim.

Accredited didn't agree with the Investigator, including about whether Ms D should have moved home or that it should have dealt with the alarm. So, the complaint was referred to me.

I issued my provisional decision on 7 May 2024. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

For some of the claim, Ms D was living in alternative accommodation. I've thought about whether Ms D should have been told to move home when she was. I'm aware Ms D was concerned about the property's condition overall, as well as the potential impact of this on her own, and her children's, health.

I've looked at the portal messages between Accredited and Ms D. One of these said its contractor would be carrying out cleaning works the next day "to make the property habitable" before she moved home. A property would normally be considered habitable if it had cooking and bathroom facilities, which Ms D's property did. So, I think what Accredited

said was unusual for a claim. But, by doing so, it set Ms D's expectations about what would make her home habitable.

After Accredited cleaned the property, Ms D visited to see what work had been done. She contacted Accredited to say the bedrooms hadn't been cleaned. She also said bags of smoke-damaged items and dirty boxes and cloths had been left in the property. She said she didn't think the property was habitable. A few days later, after further messages from her, the cleaning company contacted Ms D and said it could revisit in about a week.

I asked Accredited what was cleaned before Ms D was first expected to move home. It said a contractor would have carried out an initial mitigating clean. The cleaners then visited again shortly before Ms D was due to move home and cleaned all the contents and buildings in the conservatory, living room, kitchen, upstairs hallway, bathroom and the master and second biggest bedroom. Accredited said that when the cleaners returned following Ms D's concerns, they cleaned the small bedroom and addressed other outstanding cleaning. It said at this point the property was considered habitable. However, as a gesture of goodwill, it had agreed to pay for some additional time Ms D remained in alternative accommodation while the cleaning continued.

So, based on what I've seen, I think Accredited set Ms D's expectations that the property would be properly cleaned before she returned home and this would make it "habitable". When Ms D was due to return home, the property hadn't been fully cleaned. I think Accredited dealt with much of the concern about the cleanliness of the property by arranging further cleaning and agreeing to continue to pay for alternative accommodation. But I note Accredited has also told this service the property was habitable after the additional cleaning was carried out. Based on what I've seen, I don't think it was reasonable for Accredited to expect Ms D to move home on the date it initially advised.

I'm aware some carpets and sofas also hadn't been cleaned. When Ms D raised this, Accredited initially asked Ms D to arrange for them to be cleaned. But, it later agreed to arrange this. I'm aware Ms D thought these items should have been replaced rather than cleaned. However, it was for Accredited to decide whether to clean or replace these items. I think it was reasonable for Accredited to decide the items should be cleaned. This still meant the items could be replaced if the cleaning was unsuccessful. However, I think Accredited's communication about this was slower than it should have been and added to Ms D's concerns about moving home.

Overall, I think Accredited's communication was poor about the cleaning and what Ms D should expect. I can understand Ms D was upset and confused when she visited the property and found it hadn't been fully cleaned.

Ms D was also upset that her children's soft toys were disposed of. Ms D explained that the toys were of great sentimental importance to her. Accredited told Ms D her representative had agreed the toys could be thrown away. Ms D said she hadn't given Accredited permission to make any decisions with her representative. I asked Accredited more about this. It provided a message it had sent to Ms D that said the purpose of the visit was "to validate and list the damaged contents for settlement". It told me it "wouldn't ask the policyholder to sign off any items that are confirmed as beyond economical repair, as that was the purpose of the visit".

Although Accredited has said what it planned to do during the visit was clear, I'm not persuaded it was. It's not my understanding that Ms D had any particular knowledge of dealing with insurance claims. I don't think it was made clear to Ms D that the process on the day would involve deciding what items would be disposed of and then throwing them away.

I also asked Accredited to explain what was agreed about the representative's presence during the visit. It provided a note from a conversation with Ms D that said contractors would need to be able to "gain access to your property". Accredited also told me "If a representative is sent in place of the policyholder, then we will go off of the instructions that they give". It also said "If the [policyholder] is not able to be present and sends a representative it is not unreasonable for us to expect them to have discussed the claim beforehand so the representative is aware of any concerns, etc and raise them during the visit".

Again, I'm not persuaded by what Accredited has said. It told Ms D she needed to provide access. It didn't say that whoever was there needed to be able to discuss the claim. So, I think this was poor communication on Accredited's part. I don't think it was reasonable for Accredited to expect the representative to make decisions about the claim on Ms D's behalf.

I've also thought about Accredited's decision to dispose of the toys. Accredited said the toys were smoke damaged. It said that because the toys were designed to be snuggled and couldn't be cleaned, it was reasonable to dispose of them. I've no reason to doubt Accredited's assessment that the toys couldn't be cleaned. I can't say what would have happened about the toys if their condition had been discussed with Ms D. But, based on what Ms D has said, at least initially, I think she would have said not to throw them away. I think Accredited's decision to dispose of the toys without discussing it with Ms D, understandably, caused her avoidable distress.

Ms D also had a laptop she said was damaged by the fire. The only evidence she provided was a photo of a laptop case with a charging cable next to it. Accredited said Ms D would need to provide the details of the laptop, along with photos of the visible damage. When Ms D replied, she said she thought Accredited's cleaners had stolen the laptop. Accredited said the contractor didn't remove the laptop and, without evidence of damage, it was unable to include it in the claim. It also noted that Ms D hadn't highlighted the laptop or made it available for inspection when Accredited had previously visited.

I also asked Accredited about what it did in response to Ms D's allegation that the laptop had been stolen by the cleaners. It said it was a serious allegation and it felt the onus was on Ms D to prove a theft had occurred. It also said it had never seen the laptop and its existence hadn't been evidenced. I also saw, from the portal messages, it told Ms D it had followed up with the cleaning company about the laptop and it hadn't found evidence to show it had been stolen.

I'm mindful the policy terms and conditions explained it was for Ms D to show she had suffered a loss. The only evidence Ms D seemed to provide of the laptop was a photo of a laptop bag. Accredited decided Ms D hadn't shown she owned a laptop in order for it to include it in the claim for the fire. I think that was reasonable in the circumstances. I also think Accredited followed up when Ms D said she thought the laptop might have been taken by the cleaners. But, I can see it was difficult for it to do so when it wasn't clear Ms D owned a laptop. If Ms D has further evidence to show she owned a laptop, she should provide this to Accredited so it can consider it.

Ms D also said the alarm was damaged by the fire but that Accredited didn't deal with it. As part of that, she was concerned it meant her home wasn't habitable. Accredited said the alarm wouldn't make her home uninhabitable and her living there would make the property more secure anyway. But it didn't comment on whether the alarm was being considered as part of the claim or what evidence Ms D might need to provide for it to be assessed as part of the claim.

I asked Accredited about this. It provided some recent messages that showed it had now asked Ms D to arrange for an alarm company to assess the alarm. However, I haven't seen evidence that, during the time-period I'm considering, Accredited explained what Ms D needed to do for it to consider a claim for the alarm. From what I can see, Accredited didn't respond to Ms D's repeated requests for the alarm to be considered. So, I don't think it properly assessed this part of the claim at that time. So, I can understand why Ms D was frustrated by Accredited's handling and lack of response. I currently think Accredited needs to assess this part of the claim and provide Ms D with the outcome.

So, overall, I think there were several issues with how Accredited handled the claim and that this caused Ms D frustration, upset and distress. I think most of this was due to poor communication on Accredited's part. I don't think it clearly explained about the property being cleaned or about what the representative needed to do during the visit. It also disposed of the stuffed toys without discussing this with Ms D. Accredited also didn't respond about including the alarm in the claim. I think Ms D had to chase for responses on some parts of her claim and, even then, didn't always receive a response. However, I'm aware Accredited carried out additional cleaning and also extended the accommodation period which, in part, addressed some of the issues. So, I've thought about compensation. Based on everything I've considered, I currently think Accredited should pay Ms D £400 compensation. I think this fairly reflects the impact on Ms D because of how Accredited dealt with the claim.

I asked both parties to send me any more information or evidence they wanted me to look at by 4 June 2024.

Ms D didn't reply. Accredited didn't agree with my provisional decision. In summary, it said:

- It believed the wishes of the policyholder were conflicting. Ms D wanted her carpets replaced due to smoke damage. Carpets are hard wearing and could be cleaned. If Ms D was of the view that light smoke damage meant the carpets should be replaced, it couldn't understand why she wanted to keep toys that were smoke damaged and designed to be held close by a child. However, it appreciated the toys were sentimental to Ms D.
- At an earlier site visit, Ms D was made aware of the visit taking place a few days later to assess the contents. At no stage did Ms D raise any concerns about the toys prior to this visit.
- If Ms D wasn't able to be present and, instead, sent a representative, it isn't unreasonable for Accredited to expect Ms D to have discussed the claim with the representative beforehand to ensure he was aware of any concerns. Ms D's concerns about the toys were raised one week after the visit, which was too late given that items might have been disposed of.
- For the alarm, it had previously provided portal messages, emails and claim notes. It said it had advised Ms D on 16 May 2023 to provide photos so it could validate the alarm. The re-purchase of an item didn't provide evidence of damage that was caused. It was for a policyholder to evidence any losses as part of a claim.
- Ms D's evidence about the alarm wasn't provided until Ms D had approached this Service. Since then, it had discussed the claim with Ms D. It provided screenshots of some portal messages.
- It said it found my decision on the toys unjustified as it considered that Ms D left it too late to raise her concerns.
- It had maintained throughout the claim that it could consider the alarm if it was evidenced. It didn't accept that this should form part of me upholding the decision.
- It said its offer of £250 compensation was reasonable. It didn't agree to increase the compensation to £400.

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 and for the reasons given in my provisional decision. As part of that, I've looked at my decision again to see if I think it remains fair and reasonable. I have also considered Accredited's comments in response to my provisional decision.

Before I made my provisional decision, I asked for a range of evidence to gain an understanding of what had happened during the claim. This included asking various questions about the toys and the alarm, as well as asking questions about the other issues I considered. The points Accredited has raised in response to my provisional decision are, largely, ones it previously made in response to my earlier questions. So, I had already taken much of this into account before I made my provisional decision. However, I have considered these points again.

Accredited has said that it was reasonable to expect Ms D's representative to be able to discuss the claim during the visit. I previously asked Accredited to provide evidence to show why Ms D or a representative needed to be present at the property. The evidence Accredited provided showed that it told Ms D someone needed to be there to allow it to *"gain access to [the] property"*. It also told Ms D that the purpose of the visit was *"to validate and list the damaged contents for settlement"*. Accredited thought it should have been clear to Ms D what the visit would involve and that this might involve agreeing to dispose of items. Accredited has now said it also spoke to Ms D at a visit a few days earlier, although it hasn't said what was discussed. Based on the evidence I've seen, I'm still not persuaded Accredited has shown it explained to Ms D that her representative would need to make decisions about the claim, including the disposal of items. Accredited said someone needed to be present to allow access.

In terms of the disposal of the toys, I've thought about whether it's inconsistent that Ms D wanted the carpets replaced but wanted to keep the toys. I'm not persuaded by this comparison. The carpets weren't of sentimental importance to Ms D. The toys were. As I said in my provisional decision, if Accredited had discussed the toys with Ms D I don't know what she would ultimately have decided. However, based on what Ms D has said, I think, at least initially, she would have asked for them not to be disposed of. But no discussion took place before they were disposed of because, from what I've seen, Ms D didn't know items might be thrown away.

Although Accredited has now said Ms D then took too long to raise her concerns after the toys were disposed of, it's my understanding that she wasn't living in the property at that time. Accredited paid for Ms D's alternative accommodation during this time period. Given I don't think Accredited clearly explained the purpose of its visit when the toys were disposed of, I also don't think it was clear Ms D needed to visit the property so she could immediately report any issues. I remain of the view that Accredited handled this part of the claim poorly and that this caused Ms D avoidable distress.

I've also thought about the alarm. Before I made my provisional decision about the alarm, I carefully considered the evidence about what had happened. This included reading the portal notes in detail. Accredited has now said that on 16 May 2023, it told Ms D to provide photos of the alarm. I've read the portal notes again. Although I can see Ms D was sent two messages that day, the first one said: *"Accept Cash Settlement Offer: We need you to help us to progress your claim. We've added details of the task we need you to complete to your*

dashboard. Please follow the instructions provided, in order to keep your claim moving as quickly as possible.". The second message said a new document had been shared with Ms D and asked Ms D to login to the portal. So, I haven't seen any reference to the alarm on this date. I have gone through the portal messages again and the first reference I could find about the alarm was in a message Ms D sent on 24 May 2023. Ms D said the alarm was damaged by the fire. The next message I could find was on 8 July 2023 which, again, was from Ms D. Accredited replied a couple of days later to say the alarm wouldn't make the property uninhabitable. It didn't comment on what Ms D needed to do for the alarm to be assessed as part of the claim. So, I'm not persuaded Accredited has shown that, at that time, it advised Ms D what she needed to do about the claim for the alarm.

I'm aware Accredited has also provided portal messages to show what it has now said to Ms D about the alarm. I was aware of those messages when I made my provisional decision. They don't change my view about how Accredited initially dealt with Ms D's request to include the alarm in the claim. I am looking at the complaint Ms D raised and up to the date on which Accredited issued its final response to the complaint, which was in July 2023. Although Accredited might now have taken steps to consider a claim for the alarm, the evidence I've seen is that at the time of the complaint, it didn't do so. I remain of the view that what I've said about how Accredited dealt with Ms D's request for the alarm to be included in the claim are fair and reasonable based on the complaint and time period I'm considering.

Having considered this whole complaint again, including the points raised by Accredited in response to my provisional decision, I uphold this complaint.

Putting things right

Accredited should consider the claim for the alarm and provide Ms D with the outcome. It should also pay a total of £400 compensation.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require Accredited Insurance (Europe) Ltd to:

- Consider the claim for the alarm system and provide Ms D with the outcome.
- Pay a total of £400 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 4 July 2024.

Louise O'Sullivan
Ombudsman