

The complaint

Mr and Mrs H are unhappy with the progress of their home insurance claim by Accredited Insurance (Europe) Ltd.

I'll mainly refer to Mr H in my decision as he has pursued the matter with our service.

This complaint involves the actions of agents for whom Accredited is responsible. Any reference to Accredited includes its agents.

What happened

This dispute is well known to the parties so I won't detail it all here. The relevant period for this decision is July 2023 to January 2024. For brief context and background, in keeping with the informal nature of this service:

- Accredited has been carrying out repair work to Mr H's home since 2021 when it suffered water damage. The property was signed off as dry and reinstatement works began. However, it came to light that moisture was damaging the flooring.
- In June 2023, Accredited sent a surveyor to inspect the damage. The surveyor recommended further investigations of the floor and the roof to identify the root cause. In October 2023, a senior surveyor attended and thought the floor needed to be investigated, but this wasn't carried out and Accredited focused on the roof.
- Mr H complained to Accredited about several aspects of its handling of the claim. In October 2023, Accredited issued a final response letter and apologised for its delays, especially in not identifying the cause of the damage. Accredited said it would investigate the flooring and paid Mr H £500 as an apology.
- Mr H became concerned about increasing moisture levels in his home. He sent regular moisture readings to Accredited and chased it to carry out the work. Accredited focused on the roof and in December 2023 selected a contractor to carry out an intrusive roof inspection. Mr H wanted his own contractor there and a date was set for March 2024. But, Mr H remained unhappy that Accredited wasn't investigating his floor, and he felt his home was getting worse.
- In January 2024, Accredited issued another final response letter. It said despite its investigations the root cause hasn't been determined. It said it would do the intrusive roof inspection and it didn't think it was responsible for the date being so far in advance, as this was when Mr H's contractor was available. It also said it had offered alternative accommodation but Mr H didn't accept this, so a kitchen pod was arranged instead. Even so, it apologised for poor communication and offered Mr H £150.

- Mr H wasn't happy with this and had already referred his complaint to our service.
- Accredited told us that it wanted to make an offer to resolve the complaint. It said it should've investigated the flooring sooner and it offered to do so. It also offered to increase the compensation of its January final response letter from £150 to £350 – bringing the total compensation for the period of this decision to £850. Mr H wasn't happy with this because he didn't trust that Accredited would investigate the floor. He wanted more compensation but mostly he wanted Accredited to repair his home.
- Our investigator looked into the matter. For the relevant period she thought £850 was a fair amount of compensation. She also thought Accredited's offer to investigate the floor was the right next step. So, she didn't think Accredited needed to do more.

Mr H wasn't satisfied with our investigator's view and he wanted his complaint looked at by an ombudsman. So, the matter was passed to me to make 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.

I've only summarised the background of the complaint and this isn't intended as a discourtesy. I'd like to reassure the parties that I've read and considered all the information that's been provided to me. Having done so, I'm upholding Mr H's complaint for broadly the same reasons as our investigator, to the extent that I'll be requiring Accredited to do what it has offered to do. I won't be requiring Accredited to pay more compensation.

I know this will be disappointing for Mr H and I'm sorry about that. I've set out how I've come to this decision below, and I've focused my comments on what I think is most relevant. If I haven't commented on a specific point, it's because I don't believe it affects what I consider to be the right outcome.

It's clear to me that this dispute has gone on for a long time. I can't imagine the strain that this has put on Mr and Mrs H, and I was sorry to read of Mr H's ill health. I do need to explain that I'm only considering events from July 2023 to January 2024. Our service has considered a separate complaint about some events prior to this. And I've seen events have taken place since. But these fall outside the scope of what I've deciding here. If Mr H hasn't already, he'll need to raise a separate complaint to Accredited about any recent events.

Turning to the period I've considered, the crux of the matter is that Accredited took too long to investigate Mr H's floor. By not doing so, Accredited significantly delayed the claim. I've read the surveyor's report from June 2023, which recommended a roof inspection and a proper inspection of the floor – including uplifting it, investigating, checking moisture levels, drying, repairing, and reinstating.

I've also read the regional manager's report from October 2023, which said:

"The talk of leak from the roof I don't see this as high level staining or the top of the wall would be wet or present.

...

Overall both the repair and response reporting is poor and having the area exposed I thought the above would have been highlighted to [the loss adjuster] and [Mr H]. My opinion is the floor needs to be removed, DPM laid and new floor. Prior to this the wall needs exposure so all elements are covered and due to the timescale on the claim [the loss adjuster] might need to look to carry out these investigations. [Mr H] has a fair point regarding the time scale, the amount of emailing, dealing with different companies, people etc.... This should have not as [sic] got as far as this especially with the amount of people involved."

In my view, the surveyor was clear that the roof probably isn't the cause of the moisture to the floor, and instead it's likely to be caused by ineffective previous repairs of the floor. The surveyor set out the next steps and Accredited confirmed to Mr H in October 2023 that it would arrange for those steps to be carried out. Accredited needs to determine the cause of the damage, the extent of its liability and the best way to carry out a lasting repair for insured damage.

Regarding the roof, the June 2023 report recommended a further inspection. I understand it's in dispute about whether the roof is an issue at all, but the surveyor in October thought that there could be. So I understand why a meeting was set for March 2024 when all parties were available to decide on the next steps. I haven't held Accredited responsible for the date being so far in advance. But I don't think it was right for Accredited not to proceed with investigations into the floor.

I've seen that Mr H went to great lengths to prompt Accredited to do what it said it would. He sent several queries, he requested updates on many occasions, and he sent in regular moisture readings. Accredited's responses were often delayed, inconsistent or absent. As a result, Mr and Mrs H had to endure several months of uncertainty and were caused a significant amount of trouble and distress while conditions at their home got worse.

I've weighed this impact against Accredited's offer to put things right. Accredited has admitted that it should have investigated the floor sooner and it has now offered to do so – which I think is right, and I think it should do so promptly. It has also apologised and put forward a total of £850 of compensation across the relevant period. I've considered this against our published guidelines for compensation awards. £850 is in line with awards we've made in similar cases where a firm has caused substantial distress, upset and worry, and where there's been serious disruption to daily life over a sustained period. I think this fairly describes the impact on Mr and Mrs H during the period I've considered. So, I think £850 is a fair amount of compensation.

Mr H has said that living in the property with worsening damp and mould has affected his health. I hope he will appreciate that it's difficult for me to say to what extent the mould has directly affected his health. But I don't doubt that the stress of the matter, and the worry over the worsening mould, would have made things worse. I'd like to reassure Mr H that I've considered this when thinking about the appropriate amount of compensation. Even so, given Mr H's health, if he and Mrs H wish to make use of alternative accommodation going forward, they should discuss this with Accredited.

Overall, Accredited has not treated Mr and Mrs H fairly and reasonably during the period I've considered. However, I'm persuaded that Accredited has put forward a fair offer to resolve the complaint. So, I require Accredited to settle the complaint in the way it has offered.

Putting things right

To resolve this complaint, Accredited must do what it has offered (if it hasn't already) which is:

- To pay Mr H and Mrs H a total of £850 of compensation, to be reduced by any amount already paid for the period I've considered, and
- To investigate the cause of the damage to Mr and Mrs H's floor.

My final decision

For the reasons I've given, I uphold Mr and Mrs H's complaint to the extent that I require it to do as it has offered, which I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 23 December 2024.

Chris Woolaway
Ombudsman