

The complaint

Miss B complains about Accredited Insurance (Europe) Ltd's handling of her home insurance claim.

Accredited is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As Accredited has accepted it is accountable for the actions of the agents, in my decision, any reference to Accredited includes the actions of the agents.

What happened

In late 2022, Miss B made a claim under her home insurance policy with Accredited after her home was damaged by an escape of water incident.

Miss B raised a number of concerns about Accredited's handling of the claim and delays in its progression. She brought two previous complaints to our service which were resolved in her favour.

In March 2024, Miss B raised another complaint with Accredited, who acknowledged some poor communication and delays. Accredited offered Miss B £200 compensation but Miss B remained unhappy and brought her complaint to the Financial Ombudsman Service. Accredited increased its offer of compensation to £300, but Miss B didn't think this was enough to put things right.

Our investigator looked into Accredited's handling of the claim from February to April 2024 and concluded that its offer of £300 compensation for distress and inconvenience was reasonable.

Miss B disagreed with our investigator's outcome. She felt that our investigator had failed to recognise the length of time she'd been out of her property. She asked if an ombudsman could consider all of her complaints since December 2022.

Our investigator said he wouldn't be able to reopen Miss B's previous two cases for an ombudsman's decision due to the time that had passed. But this case could be considered by an ombudsman. So, the complaint has been passed to me to decide.

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 reached broadly the same conclusions as our investigator. I'll explain why.

I've considered everything Miss B has told our service, but I'll be keeping my findings to what I believe to be the crux of her complaint. I wish to reassure Miss B I've read and considered everything she has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to

reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

I thought it would be helpful to provide some clarity about the Financial Ombudsman Service's role and the scope of the complaint that I'm deciding. Our role is to resolve disputes between complainants and financial businesses, to help both parties move on. It isn't our role to handle a claim or to deal with matters as they arise.

Miss B's two previous complaints were closed after she and Accredited accepted our investigator's outcome. So, I'm unable to consider the matters that were dealt with in those. I also can't consider anything that's happened since Accredited's final response letter of 29 April 2024 in this decision. If Miss B would like us to consider events after this date, we may be able to do so under a separate complaint, once Accredited has had the opportunity to address them.

Alternative accommodation

Accredited has acknowledged that there were previously issues with late payments for alternative accommodation. However, it says payments were provided in a reasonable timeframe for the period I'm considering in this decision.

Miss B says it would take around six to ten days for the money to reach her bank account after uploading an invoice. She's suggested it would be quicker if Accredited's process did not involve her adding her bank account details each time or if it didn't wait until the rent was due before making an offer.

I can see from Miss B's correspondence with Accredited that she was unhappy she didn't receive payments ahead of her rent being due. She's mentioned having to borrow money to pay the rent on time.

I appreciate Miss B's frustration here. However, it isn't our service's role to advise businesses on their processes. Accredited says policyholders are asked to input their bank details each time to ensure General Data Protection Regulation (GDPR) rules are adhered to. It says all payments require processing before being paid and would they usually reach Miss B's bank account within five working days of payment. From what I can see, the longest it took Accredited to pay an invoice was seven working days. So, I'm not persuaded that there were any unreasonable delays in paying Miss B her alternative accommodation costs for the period I'm considering here.

Asbestos

I understand that floor tiles in the kitchen, lounge and hall were found to have contained asbestos. Accredited says damaged tiles in the kitchen were removed by a contractor who deals with asbestos. It says it agreed to lay a self-levelling compound directly on top of the undisturbed tiles in the lounge and hall to ensure they remained encapsulated.

Miss B says a contractor appointed by Accredited laid a self-levelling compound on top of asbestos containing tiles to ensure encapsulation, but this failed. She says independent experts and Accredited's contractors confirmed that the failed screed needed to be lifted before self-levelling compound with damp proofing with the adhesive could be laid. But the work wasn't started because Accredited and the contractors couldn't agree on the scope.

I can see Miss B told Accredited she'd been advised by a flooring expert that all of the asbestos positive tiles needed to be removed. She provided Accredited quotes to deal with this in February 2024. However, this didn't seem to move forward. Miss B says Accredited

eventually accepted her offer to take a cash settlement to allow her independent flooring expert to carry out the work on 30 April 2024.

It looks like Accredited's asbestos contractor carried out some tests on the lounge walls which turned out to be negative. From what I can see these tests took place in April 2024. It's unclear why this didn't happen sooner, but I think Accredited is likely to be responsible for a delay here.

Electrical works

In its response to Miss B's complaint, Accredited said she had requested additional electrical works that were only required due to private works being completed at the same time as the reinstatement works.

Miss B says all she'd asked the electrician to do was move a few sockets around, take some sockets away and drop in a shaver socket. She doesn't believe this would have caused any delays. She says the real issue was that Accredited didn't accept the cost of electrical work provided by its initial contractor ("J") a year before, or the costs of the contractor carrying out the reinstatement work ("R"). It appointed another electrical contractor ("A") who was located far away and couldn't agree on what it and what Contractor R would do. She suggested Contractor R had removed their temporary electrical board to ensure they could not restart work as planned.

Accredited says the reinstatement works were delayed due to the potential of asbestos being in the property and not due to a dispute over costs. After the asbestos issue was resolved, Contractor A was instructed to install the electrical board and would revisit to finalise all the electrical works required after Contractor R finished their works.

It isn't clear from the information available to me, why Accredited decided to use a different electrician. I can see that Contractor R told Miss B it was unable to restart works on 25 April but this was delayed because the power had not yet been reinstated when they visited on the 24th. Miss B commented that this was unacceptable because she felt Contractor R shouldn't have removed the power board they had installed. Contractor R said they had to remove the temporary board because the electrical works had been removed from their scope of works and they needed to allow the new board to be installed before their return.

I appreciate Miss B believes Contractor R removed their temporary electrical board to ensure they could not restart works on the date planned. But this isn't a conclusion I'm able to reach from the information I've seen.

Communication and delays

I understand that all work by Contractor R stopped on 23 February 2024 and didn't start again until 30 April, which was the day after Accredited responded to Miss B's complaint. Accredited has acknowledged that there were delays regarding the reinstatement works and Contractor R failed to attend several appointments.

I understand this has been very frustrating for Miss B. However, Accredited has offered to pay Miss B £300 compensation. And I think this reasonably recognises the distress and inconvenience she experienced as a result of its delays and poor communication over this time period.

I appreciate my answer will be disappointing for Miss B, who has made us aware of further delays in concluding her claim more than a year and a half since it started. However, as explained, I've only been able to consider this relatively small period of time in my decision.

While I appreciate Miss B would like our service to force Accredited to progress her claim more quickly, this isn't something we are able to do. Nor do we have the power to fine or punish a business. If Miss B would like us to consider any further delays, she would need to bring these to us as a separate complaint.

Putting things right

Accredited should pay Miss B a total of £300 for distress and inconvenience for the period I've considered in this decision.

My final decision

For the reasons I've explained, I uphold Miss B's complaint and direct Accredited Insurance (Europe) Ltd to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 26 November 2024.

Anne Muscroft
Ombudsman