

## **The complaint**

B, a limited company, complains that Accelerant Insurance Europe SA/NV handled their insurance claim unfairly. Reference to Accelerant will include those who have acted on their behalf.

## **What happened**

B's premises suffered damage following a fire in September 2021, so they claimed on their retail insurance policy – which was provided by Accelerant.

Accelerant considered B's claim and agreed to settle it according to the policy terms and conditions, but B didn't agree they'd done so fairly. B considered further payments to be due, namely in relation to the suspended ceiling, the fire alarm and the electrics.

Accelerant reviewed B's claim but maintained they'd applied to policy terms fairly. They said the additional payments B is seeking aren't covered under the policy and the landlord should be responsible.

B referred the matter to our service. It was assessed by an investigator, and they agreed that Accelerant had acted fairly. B didn't agree, so the case 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.

The crux of this case is whether additional payments B thinks are due under the policy are covered or not. Having considered the matter very carefully, I agree that Accelerant haven't been unfair in their assessment of the claim. I shall explain why.

The section of the policy Accelerant considered the areas claimed for under, as outlined above, is called tenants improvements, which is defined as:

*"Internal decorations to ceilings and walls and improvements and additions of alike nature (other than the shop front) belonging to you or for which you are responsible."*

Accelerant consider the ceiling damage to be of a structural nature and that it would be the landlord's responsibility. That is a reasonable way of them considering the claim, because it is beyond decorations, and I don't consider it to fall within the scope of improvements and additions of alike nature. I consider decorations to be things of a more cosmetic nature like paint or wall pictures.

Furthermore, the schedule of insurance says the main building is not insured.

The other areas in dispute are the fire alarm and electrics. Assurant don't consider them to fall within the scope of cover either. And I agree, they aren't internal decorations to ceilings and walls, nor would I consider them to be improvements and additions of alike nature. As I've said, the policy is worded in such a way so as to provide cover for cosmetic type things,

and I can't say a fire alarm, or the electrics, are of a cosmetic nature.

So, I think it's a case here that the cover B has isn't as broad as they perhaps thought it was. And unfortunately, that means I can't require Assurant to cover the additional costs related to those areas.

### **My final decision**

It is my final decision that I don't uphold this B's complaint.

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

Will Weston  
**Ombudsman**