

## **The complaint**

Mrs J complains about Accredited Insurance (Europe) Ltd's handling of her claim under her home insurance policy.

Accredited are the insurers of Mrs J's policy. Part of this complaint concerns the actions of an agent. As Accredited have accepted they are accountable for the actions of the agent, any reference to Accredited includes the actions of the agent.

## **What happened**

The background to this complaint is well known to the parties, so I won't go into too much detail but will summarise the key points. Mrs J made a claim after fire and smoke caused damage to her property in March 2023. Mrs J complained as she felt things were taking too long, she was being asked to take steps which she feels should've been done by Accredited, her communication was being ignored, and Accredited hadn't fully settled her claim.

Accredited responded and explained, given the extent of damage, the scope of work involved in claims such as Mrs J's, can take time to finalise. They said they'd explained to Mrs J that the claim lifecycle would be 9-12 months – and this is why they'd issued a payment for 12 months alternative accommodation ("AA"). They provided a timeline of events and actions which had been taken to progress the claim. They referred to a dispute relating to damage to windows and said, although they believe the offer to clean and restore the windows was reasonable, they were willing to offer a cash settlement of £4,159.47. They said this was proposed by Mrs J and represents 50% of the costs for the replacement of the remaining windows and doors. They said this offer was made as a goodwill gesture and intended to fully settle the concerns about the windows and to conclude the buildings damage aspect of the claim.

Accredited said they were satisfied with the claim journey. They said their claim handlers had maintained communication with Mrs J throughout the claim. They said, however, if the claim handler wasn't available due to being out of the office due to a site visit, other claim advisors responded to Mrs J's queries. They said they'd also endeavoured throughout the claim to have Mrs J's property ready for her to move back in as soon as possible. They said Mrs J moved back home in July 2023 and, when considering the extent of the damage caused in the incident, they were satisfied all parties involved in the claim contributed to ensuring that this happened.

Mrs J then raised a further complaint and said Accredited's agent, who I'll refer to as company T, had taken contents which hadn't then been accounted for in the settlement. Accredited said they'd contacted company T and explained they needed all contents itemised, and a list of items that were still with company T had been shared with Mrs J. Accredited said they'd informed Mrs J that the contents list that was created would stand as part of her claim, and for this reason, they don't believe that a further visit was necessary. They said they'd asked Mrs J for a list of items she believed were missing but this hadn't been provided.

A further complaint was raised by Mrs J about items she believed hadn't been factored into the cash settlement being offered. Accredited said a cash settlement was raised for the contents assessed by company T as being beyond economical repair ("BER"). They said any items not included within this hadn't been validated and no evidence had been received to substantiate the claim for those items. They said their cash settlement was still available and they were satisfied it reflected the claim cost for all contents that had been validated as losses caused by the fire or smoke. In relation to the part of the claim relating to damage caused to her attic and the contents stored there, they said they'd asked for photos of this damage but hadn't received this. They said they could only validate based on what Mrs J's policy covers for, and they wouldn't arrange any visit to inspect Mrs J's attic without first seeing pictures of the damage Mrs J had highlighted. They said, at present, they have yet to receive evidence that supports the loss of these further items.

After considering all of the evidence, I issued a provisional decision on this complaint to Mrs J and Accredited on 28 August 2024. In my provisional decision I said as follows:

*"My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. I think it's important to add, I won't be commenting on every event during the claim and complaint process, instead I have taken a broad approach to the overall service provided. I think it's also important to make the point that my decision only covers the events up to, and including, Accredited's complaint response dated 12 January 2024.*

#### *Delay and claim handling*

*I'll start by saying, while I can see Accredited did inform Mrs J that the claim could take 9-12 months, I don't think this in itself provides a reasonable explanation to any complaint of delay. Insurers are expected to deal with claims fairly and promptly, so I've looked at the claim timeline to see whether Accredited did progress the claim at a reasonable pace.*

*Mrs J reported the damage to Accredited in March 2023 and the information shows Accredited took steps to appoint company T to attend Mrs J's home to assess the damage and carry out any mitigation work. They explained they're also in the process of appointing a surveyor to attend and evaluate the repairs required. In relation to the contents, they asked Mrs J to provide a list of damaged contents for review including make/model and upload any photos showing the item. I can see Mrs J was concerned her home wasn't habitable, so Accredited arranged to pay for AA.*

*The information shows there was conflicting information provided by Accredited in early April 2023. Firstly, they sent Mrs J a message on 6 April 2023 to say an agent would be attending that day to inspect the damage. Mrs J queried this as it was the same day. Accredited then sent a message later and said they were now in receipt of the agent's report. Mrs J then questioned how the agent had inspected the damage and prepared a report as the agent hadn't even attended her home. So I think there was some confusion caused here.*

*Around a week later, Mrs J sent Accredited a message and said she was expecting the cleaning company to attend but she hadn't heard from them. Mrs J explained she was concerned it had been nearly a month since the fire, but very little progress had been made. Around a week later, Mrs J messaged Accredited and said she attended her home to let the cleaning company in, but they explained to her that they didn't have any instructions. Accredited responded and explained they'd chased the cleaning company to find out if more cleaning was required as they wanted to get the*

scope of works completed as soon as possible. Mrs J then explained she'd arranged for the cleaners to come back, and she also asked Accredited whether she should get a quote to get the electrics sorted. Accredited agreed, and Mrs J then obtained a quote. I can't see Accredited responded to Mrs J and addressed why the cleaning company had attended with no instructions. I can't say this caused any significant delay, but I do acknowledge this was frustrating for Mrs J as it was clear she was keen to get things moving.

Mrs J then messaged Accredited and said she'd attended her home to find items in the skip, but there had been no prior discussion with her to confirm whether she wanted to retain those items. Mrs J said some of the items held sentimental value and were irreplaceable. Accredited said they'd spoken with the cleaning company, and they would be able to clarify what had or hadn't been disposed of. They said only a small number of items had been disposed of, but they were damaged and BER. It's clear this was very upsetting for Mrs J and I note she said it was her understanding that, before the agent disposed of any items they deemed BER, they would check with her first. Generally, where an insurer appoints an agent to assess any damage to contents, it's for that agent to decide whether an item is BER. While I accept this was Accredited's agent's role, I haven't seen any information which shows Accredited informed Mrs J about this and managed her expectations around the agent's role and about the possibility that the agent would dispose of any items during that visit. On balance, I'm persuaded that those items were deemed BER, so I can't say Accredited's agent acted unreasonably when they disposed of those items. But I do think Mrs J was caused upset and frustration as a result of not being adequately informed about what would happen.

Towards the end of April 2023, Mrs J explained she was frustrated as the reinstatement work should've started by now and that the surveyor hadn't even been in touch yet to make an appointment. Over the next couple of weeks, Mrs J explained to Accredited that if she didn't receive a response from Accredited on when reinstatement work would start then she would instruct her own contractor to carry out the work. Mrs J also queried whether Accredited would consider a cash settlement if they weren't prepared to move the claim forward. Accredited said the process to validate the claim was still being undertaken and, until the scope of works had been agreed, no settlement could be issued. They also explained they were working through validating the contents list, but they did, in the interim, arrange to settle Mrs J's claim for some items which she needed replacing.

Accredited did accept though that Mrs J's house "...stands at day 1 almost with regards to the contents." They said they were looking at getting things progressed and had agreed the electrical quote which would allow Mrs J to get this work started. They said, in relation to the independent surveyor, a request had gone in and they were just waiting for this to show on the portal so an appointment could be arranged. They said, in relation to contents, they would still like to return and for their agent to finish the cleaning and undertake the restoration of contents, clean the rooms, and then look to place contents back in the rooms, and make the house ready for reinstatement work. Mrs J responded and said company T had now had two months of intermittent cleaning. Accredited accepted the contents claim was at day one. Given this was around two months into the claim, I think there has been avoidable delay here. It's also not clear why, despite company T attending intermittently over a period of two months, the cleaning still hadn't been completed.

Over the next few weeks, there was communication between Mrs J and Accredited during which Mrs J was getting increasingly frustrated at the lack of progress. Accredited explained the scope of work document was being finalised, but I can see

*it still wasn't concluded and sent to Mrs J until around six weeks later. I acknowledge this was a claim involving fire damage, but I haven't seen any information to demonstrate why, after Accredited explained the scope of works was being finalised, it still took another six weeks for it to be completed and shared with Mrs J. It's clear from the information though that Mrs J was becoming very upset and frustrated by what she felt was a lack of urgency on the part of Accredited. Mrs J then moved back into her home at the end of July 2023, and the restoration work started.*

*Over the next few months, the claim progressed, and the majority of the communication centred on a dispute between Mrs J and Accredited around the contents claim. It's clear Mrs J and Accredited attempted to work towards a solution to resolve the contents claim but things were being held up as the parties were in dispute on a number of areas such as whether some items formed part of the buildings or contents claim, whether Mrs J could dispose of some items being stored at her home, and about the settlement value. Overall, I think Accredited were trying to progress the claim and I can see cash settlements were offered to Mrs J and they were also waiting on Mrs J to provide a list of contents she believed weren't accounted for in the settlement offer. So, while I can't say there was any avoidable delay from this point, I think there were areas here where Accredited didn't provide a reasonable service.*

*Firstly, Mrs J had concerns about the first claim handler, and I can see the claim has passed to another claim handler. Mrs J was happy with the service provided by the second claim handler, but they then left, and the claim was passed back to the first claim handler. Over the next two months, Mrs J repeatedly asked Accredited for another claim handler to be assigned and explained the impact this was having on her. For example, Mrs J said she felt bullied into agreeing to let the claim handler attend her home in order to carry out a site visit. I can see Accredited then decided to assign Mrs J's claim to another claim handler. While the decision to appoint a claim handler rests with Accredited, I think they should've done more to address Mrs J's concerns here. It's clear Mrs J was very uncomfortable, upset and frustrated at the claim being passed to the original claim handler, but I can't see Accredited attempted to reassure Mrs J about the claim handler or even respond to her concern about their involvement in the claim until over two months later. And, if Accredited intended to maintain their position on Mrs J's claim remaining with the claim handler, I think there should've been an attempt to restore a working relationship between Mrs J and the claim handler prior to them attending Mrs J's home.*

*Secondly, I can see Mrs J confirmed to Accredited that the carpet in her garage needed to be included in her claim. Accredited declined this and explained the carpet in the garage was assessed by company T and not deemed to be damaged. It's clear Mrs J was then becoming very frustrated and explained that company T removed the carpet in the garage. Accredited then checked with company T and then explained to Mrs J that company T had confirmed they'd removed the carpet and Accredited agreed to cover this. Company T were acting as Accredited's agent in handling the claim, so I would've expected Accredited to have been aware of all items which needed to be settled as part of the claim, and it shouldn't have taken Mrs J to argue this after Accredited initially declined to cover this.*

#### *Communication issues*

*Accredited say there were times when Mrs J may not have been able to speak with the claim handler as they attend site visits so may not always be at their desk. I can see there was an occasion when this happened, and another claim handler was able to assist Mrs J. Generally, while there was regular communication between Mrs J*

*and Accredited, there were occasions where specific points raised by Mrs J were ignored. For example, Mrs J had to raise her concern about storing items in her home, which had been damaged and whether she could dispose of them, a number of times before Accredited responded to this. Similarly, Mrs J had to chase Accredited repeatedly to get a response to her request for her items, which were being stored by company T, to be returned to her. So taking this into account, I think Mrs J was caused frustration and inconvenience in having to chase Accredited to respond to her queries.*

#### *Claim settlement*

*Having reviewed all information, I haven't seen any evidence which persuades me that there were any errors in Accredited's settlement for the buildings part of the claim. I can see there were disputes around parts of the buildings claim, for example, the information shows Mrs J believed a number of windows should've been replaced. I can see Accredited instructed a surveyor to prepare a report of the damage and they noted two windows they felt needed replacing. I've also seen photos which the surveyor took at the time showing the areas which were damaged. The surveyor noted that Mrs J had obtained a quote from a builder but didn't feel this was realistic as it suggested replacing all external windows. The report noted that the surveyor had informed Mrs J that Accredited would, at first, clean and restore any affected items or areas.*

*Claim notes from Accredited note that the windows showed signs of wear and tear which included failed seals, markings, drilled out locks, loose handles and rusting to hinges. They said this was due to the age of the windows being 20 years old. The claim notes also say that company T confirmed all remaining windows were successfully cleaned so didn't need to be replaced. I can see Mrs J continued to challenge this and Accredited then offered to carry out further restoration on the windows and also, as an alternative, offered a cash settlement of £4,159.47 which they said represented 50% of the costs for the replacement of the remaining windows and doors. The photos I've seen support the surveyor's findings, and I haven't seen any information which persuades me the offer put forward by Accredited is unreasonable in the circumstances.*

*I can see Mrs J also discovered damage in her attic and to items which were stored there. She raised this with Accredited and they've asked Mrs J for full and detailed photos for them to review this. I acknowledge Mrs J feels Accredited should take responsibility for attending her home to inspect and assess the damage in her attic. I can see Accredited referred Mrs J to a photo of the attic which they say was taken during the initial visit and they say this doesn't show any damage as the loft hatch was closed. Accredited say they can't arrange any visits to the attic without photos of the damage. Accredited say they haven't yet received this, but they do need this to decide on the next steps. Mrs J's policy terms and conditions say, "At your own expense, we may ask you to provide us with all the information, evidence and help we need to investigate the claim..." So, I can't say Accredited have acted unreasonably here in asking Mrs J to provide evidence of the damage to allow them to investigate this part of the claim further.*

*I can see there remains a dispute between Mrs J and Accredited around the contents claim. I can see as and when Mrs J brought additional items to Accredited's attention, they assessed these and included these in the cash settlement for the contents claim. I haven't seen any information which persuades me that Accredited's cash settlement offer for the contents claim is missing any items which have been validated by them as being damaged by the insured event. I acknowledge Mrs J says*

*the second claim handler worked on a list with her which was a full and complete list of all items damaged, but Accredited say they have no evidence of this list. Accredited also say that a Subject Access Request was made by Mrs J, and this proved no list was compiled or held by the second claim handler. I can see though that Accredited have allowed Mrs J to provide a list of any items she feels haven't been accounted for in the cash settlement – and I think that's a reasonable approach in the circumstances.*

*Taking into account the areas I've identified where I think the service fell below a reasonable standard, I think there has been significant upset, frustration and inconvenience caused to Mrs J. Looking at the communication between Mrs J and Accredited, and in particular, Mrs J's reference to feeling 'bullied', 'totally devastated' and 'very upset' to the extent that it's affecting her health, I'm persuaded this demonstrates the impact on Mrs J was significant. So, I think it's reasonable in the circumstances for Accredited to pay Mrs J £400 compensation."*

So, subject to any further comments from Mrs J or Accredited, my provisional decision was that I was minded to uphold this complaint and require Accredited to pay compensation.

Following my provisional decision, Accredited have responded to say they agree with my decision. Mrs J has raised issues about the AA, and in particular, a dispute about the cost of AA, details of an advert Accredited sent and she feels they didn't provide sufficient help. Mrs J also raises points about the settlement for the windows. Mrs J says the communication from Accredited was poor and her emails were often ignored. Mrs J has raised points about the contents part of the claim, and in particular, Accredited's agent disposing of items without checking with her first, items declared BER which Mrs J feels could've been cleaned and about items in the attic which have been damaged. Mrs J also raises further points about the buildings part of her claim.

Given that both parties have responded, I see no reason to delay making my 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.

Having done so, I see no reason to depart from my provisional decision. So, I've decided to uphold the complaint for the reasons set out in my provisional decision and copied above.

I do acknowledge Mrs J's points about the AA, but as mentioned above, I've taken a broad approach to the overall service. And having done so, I can't say the service provided in relation to the AA was unreasonable. In relation to the windows, I have taken into account Mrs J's points but, as mentioned above, the photos I've seen support the surveyor's findings about the windows damaged, and I haven't seen any information which persuades me the offer put forward by Accredited is unreasonable in the circumstances.

I agree with Mrs J's point about Accredited's communication being poor and about there being several occasions where her communication was ignored. I have upheld this part of the complaint and have factored the impact of this on Mrs J into the compensation I've asked Accredited to pay. In relation to Mrs J's points about contents which Accredited's agent disposed of without checking with her first, again, I have upheld this part of the complaint and also factored the impact of this on Mrs J into the compensation I've asked Accredited to pay. In relation to Mrs J's concern about items being declared BER which she feels could've been cleaned, it's clear from the information I've seen that Accredited's agent was assessing

the contents to determine, firstly, whether anything could be cleaned and restored rather than defaulting to a position of declaring contents BER. I haven't been provided with any evidence which persuades me Accredited's agent declared any contents BER even though they believed it could've been cleaned and restored.

Mrs J also raises a point that she's still unpacking boxes and finding items which are BER, for example, part of an item found in a box where another part of that item had been disposed of, so given that she no longer has all parts of the item it's no longer a usable item. If this is the case, then Mrs J will need to raise a claim for these with Accredited in the first instance.

In relation to Mrs J's point about the damage to contents in the attic, Mrs J says she has sent photos of the attic to company T proving smoke damage to contents stored there. I can see Mrs J says she has been ignored after providing this information, but this doesn't fall within the complaint I'm looking at here as it relates to an event after Accredited's final response in January 2024. I understand Mrs J is very concerned about further delays and lack of communication, and I would remind Accredited of their duty to handle claims promptly and fairly and to provide appropriate information on the progress of a claim. If however Mrs J does wish to take forward any further complaints which have arisen following the complaint response in January 2024, then she will need to raise these with Accredited first to allow them an opportunity to investigate these before our service is able to look into them.

I can see Mrs J has raised points about the buildings part of the claim. I have carefully considered Mrs J's points but, as mentioned above, having reviewed all information, I haven't seen any evidence which persuades me that there were any errors in Accredited's settlement for the buildings part of the claim.

I wish to reassure Mrs J 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.

### **Putting things right**

I've taken the view that Accredited have made errors in their handling of Mrs J's claim. So Accredited should pay Mrs J £400 compensation.

### **My final decision**

My final decision is that I uphold the complaint. Accredited Insurance (Europe) Ltd must take the steps in accordance with what I've said under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 4 October 2024.

Paviter Dhaddy  
**Ombudsman**