

The complaint

Mr T complains that Accredited Insurance (Europe) Ltd treated him unfairly when he contacted them to make a claim on his home insurance policy.

For ease of reading, references to Accredited include their claims handlers.

What happened

Mr T contacted Accredited in May 2024 to report a damaged step in his home. Mr T wasn't able to explain how the damage had occurred, but he thought the damage should be treated under his home emergency cover. Accredited didn't think it would be covered under home emergency and explained they would need to log a claim under a specific 'insured peril'. Mr T said they should arrange for a contractor to attend his home and validate the claim and they could then amend how the damage occurred later.

Mr T raised a complaint with Accredited and said he'd spent a total of 90 minutes on the phone to them but wasn't able to get the conclusion he had hoped for. Mr T says this left him mentally exhausted – and he says he is a vulnerable adult with both mental and physical disabilities.

Accredited responded to the complaint and said they felt they'd acted correctly and in line with the terms and conditions of the policy to log the claim appropriately. They said they were happy to consider the claim under the 'accidental damage' section of Mr T's policy and instruct a contractor to attend his property to validate the claim.

Mr T was unhappy with Accredited's reply – so he brought the complaint to this Service. He said their procedures for vulnerable customers didn't appear to comply with the FCA's 'Consumer Duty' and with various disabilities legislation. An Investigator looked at what happened but didn't recommend the complaint be upheld. She said Accredited had fairly offered to log the claim against the insured peril which potentially caused the damage – and they said this could be changed after a contractor attended Mr T's home. She didn't think Accredited had treated Mr T unfairly, so she didn't ask them to do anything more.

Mr T didn't agree with the Investigator's outcome, so it's 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.

Mr T has said Accredited's procedures for vulnerable customers don't comply with the FCA's Consumer Duty, and he says the way Accredited dealt with him breaches safeguarding legislation for people with disabilities. He's provided guidance he says is relevant in relation to consumer understanding and other barriers people with disabilities might face when making an insurance claim.

Mr T hasn't specifically explained what disabilities he suffers from (nor is he required to). But I note he refers to having 'Protected Characteristics' – which leads me to consider that the Equality Act 2010 ('the Act') is the legislation most relevant to Mr T's complaint. Disability is one of the protected characteristics covered by the Act. And where a policyholder has such a disability, Accredited should not directly or indirectly discriminate against them on the grounds of their disability, and they shouldn't treat them less favourably.

My role here isn't for me to make a legal finding about whether Accredited have breached the Act. That would be for a court to decide, should Mr T wish to pursue the point. But I have taken the Act into account, as the rules of this Service require me to take into account relevant law and regulations, regulators' rules guidance and standards, and codes of practice when deciding what I consider to be fair and reasonable in all the circumstances.

In order to decide whether Accredited have acted fairly and reasonably towards Mr T, I've thought about Accredited's responsibilities when dealing with vulnerable customers. The Financial Conduct Authority (FCA) previously issued guidance for firms on the fair treatment of vulnerable customers, which says Accredited should make reasonable adjustments where appropriate to allow a policyholder to access the service provided without disadvantage. This might include tailoring the service Accredited provides to a policyholder's needs.

I've listened to the notification call between Mr T and Accredited, and I don't find it unfair that they asked how the damage occurred. This is a normal procedure in a claim and Accredited treated Mr T the same as any other customer when they asked about how the damage occurred.

I note there were some initial disagreements when Mr T couldn't explain how it had happened, and there were concerns over how to log the claim. I note the call handler made a point of not wanting to transfer Mr T to another department, as she was confident the claim wouldn't be met under the 'home emergency' cover Mr T held. I find this to be fair and reasonable in the circumstances and I think this prevented further delays and distress for Mr T.

After extended discussions, Mr T and Accredited agreed to progress the claim under 'accidental damage', with the understanding that this could be amended after a contractor had come to Mr T's home and looked at the damage. Accredited then proceeded to ask Mr T a series of questions to validate and progress the claim.

I note Mr T became upset when asked for a date the damage occurred and Accredited explained that they could insert a generic date for now in order to proceed. I find this to be fair and reasonable in the circumstances given Mr T's concerns. I find this is also an example of Accredited tailoring their service to account for Mr T's needs – so I don't think they acted unfairly.

Accredited then proposed to ask Mr T questions which the call handler explains are *"...questions that you would have been asked when you took out the policy, so I do apologise..."*. The first question was whether anyone living at the property had been declared bankrupt.

Mr T replied: *"I'm not going to answer that question, because it's irrelevant...I'm offended that you should ask that remark to make an insurance claim, because it's got no bearing on anything at all."* Mr T then says he wishes to raise a service complaint and says he shouldn't be asked questions like that because he is a vulnerable adult.

I appreciate Mr T wasn't happy to answer Accredited's question, and I acknowledge his frustration was with the claim's process and whether he felt they were relevant or not – and

not the call handler he spoke to. But I don't think Accredited treated Mr T unfairly by asking him the question they did.

I've taken into account everything Mr T has said about his experience trying to log the claim under his policy. And while I do sympathise with Mr T's challenges in trying to raise the claim, and I understand his frustrations about whether Accredited were treating him fairly, I'm not persuaded that Mr T was treated unfairly or differently to any other customer.

I also find that Accredited's requests for information were fair and proportionate. The terms of Mr T's policy allow them to request such information - as long as Accredited did so fairly and with regard to making any reasonable adjustments they could for Mr T. I'm ultimately persuaded Accredited applied the terms of Mr T's policy fairly and explained to Mr T why the information they asked for was needed. I don't think they did anything wrong in trying to progress the claim in the way they did. In respect of reasonable adjustments, I'm also satisfied they made reasonable efforts to accommodate for Mr T's needs when he raised them on the phone.

Ultimately, I appreciate Mr T was frustrated with Accredited's handling of the claim – but he chose not to proceed at the point he was asked the claim's validation questions and raised a service complaint. This isn't meant at all to detract from what Mr T has told us about his health problems. But I can't fairly conclude that Accredited ought to have acted any differently. The questions asked were normal procedure in a claim and Accredited treated Mr T the same as any other customer when they asked them.

Having considered the complaint very carefully, while I appreciate Mr T has said he feels he's been unfairly treated due to his protected characteristics and disabilities, I don't think Accredited treated Mr T unfairly during the claim's process. And overall, I haven't seen any persuasive evidence that Accredited failed to make reasonable adjustments for him. Should Mr T now wish to progress the claim to allow Accredited to look at the damage, he would need to contact them to complete the claim process.

My final decision

My final decision is that I don't uphold this complaint. This means I don't require Accredited Insurance (Europe) Ltd to do anything more than they have already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs T to accept or reject my decision before 6 January 2025.

Stephen Howard
Ombudsman