

The complaint

Ms P complains about the handling of her insurance claim by Accelerant Insurance Europe SA/NV UK Branch ("Accelerant"). She says Accelerant caused unacceptable delays and Ms P was caused substantial distress and inconvenience as a result.

What happened

Ms P made a claim under her insurance policy with Accelerant following a leak which came from the flat above hers. Accelerant accepted the claim and began work to rectify the damage, while Ms P moved into alternative accommodation.

The work took too long, and Ms P made a complaint as she had to remain out of her home for much longer than she'd expected. In its response to the complaint, Accelerant accepted it had caused delays and offered Ms P £200 for the distress and inconvenience it had caused.

Ms P didn't accept Accelerant's response and referred her complaint to this service. Our Investigator considered the complaint, and thought Accelerant hadn't done enough to compensate Ms P for the delays in her claim. So he recommended Accelerant pay Ms P an additional £300 compensation, bringing the total amount of compensation to £500.

Accelerant accepted our Investigator's recommendations, but Ms P didn't. She said that not only had she stayed away from her home for too long, but that she'd had to stay at three different places which increased the disruption to her life. She says this was because the insurer claimed each time that the work would be finished imminently. And that at one point the insurer ended her stay because the place she was staying at was too expensive, giving her only hours to move.

Because Ms P didn't agree with our Investigator, and wanted an Ombudsman to review the matter, the complaint has now come 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.

As this is an informal service, I'm not going to respond here to every point or piece of evidence Ms P and Accelerant have provided. Instead, I've focused on those I consider to be key or central to the issue. But I would like to reassure both parties that I have considered everything submitted. And having done so, I'm upholding this complaint in line with our Investigator's recommendations. I'll explain why.

- The relevant regulator's rules say that an insurer must handle claims promptly and fairly, as well as provide appropriate information about progress. I'm satisfied that in this case Accelerant did not handle the claim as quickly as it could've and that this caused Ms P distress and inconvenience for which she should be compensated.
- I say this because, from what I've seen, the claim was made and accepted in

February 2023. Contractors were sourced very soon after this and attended the site in early March and, according to the claim notes, Ms P had agreed this date due to her being away for a week. The excess was paid in April and the works were approved and began in May. From then I can see there was some discussion around the scope of works being sent for approval again due to some unforeseen damage, and it looks like there was work being carried out during this time as Ms P complained in June 2023 that she was unhappy with some of the paintwork. In July, more work was carried out. In August, there were discussions about another leak from the upstairs flat resulting in further water ingress and damage. At this point I can see from the email chain that both parties were engaging to try to move things forward as quickly as possible. However, I do think from the emails provided that alternative accommodation could've been sourced more promptly for Ms P as on 31 August 2023 she said she had been living in some squalor and inconvenience for several weeks. But I can also see that there were times when Accelerant or its agents would try to contact Ms P and weren't successful or had to chase for a response. Overall, I consider that during the course of the claim there amounted to around three months of avoidable delays caused by Accelerant.

- I consider this to have had a significant impact on Ms P. She says that the constant moves and disruption not only caused her distress and inconvenience but that her cat was also diagnosed with stress-induced cystitis. I've every sympathy for Ms P in this situation as this must have been very upsetting for her. She's mentioned the additional costs such as vet's fees. But it would be very difficult for me to safely conclude that her cat's unfortunate condition was brought about by Accelerant's actions or the delays in the claim, as there may well have been other contributory factors, such as the move from the home which was inevitable.
- So, bearing in mind the overall impact of the delays, I think £500 compensation is fair and reasonable in the circumstances. This amount reflects the fact that the impact of Accelerant's handling of the claim resulted in considerable distress, upset and disruption to Ms P's life over a period of many weeks and months. I'm not awarding more than this because I can see that not everything that happened during the course of the claim was Accelerant's fault, for example the additional complications with the further leak that occurred, and times when it would be trying to contact Ms P without success.
- I appreciate that Ms P will be disappointed with my decision. Ms P can look on our website for more information on how we calculate awards for distress and inconvenience. And whilst some of Ms P's discomfort would've come from the hassle of moving from her home and dealing with the claim itself, I'm satisfied that a total award of £500 for this complaint reflects the additional complications and difficulties that Ms P had as a direct result of Accelerant's actions.

Putting things right

Accelerant Insurance Europe SA/NV UK Branch should, subject to Ms P accepting this decision:

- Pay Ms P a total of £500 compensation for this complaint, for the distress and inconvenience caused to her.
- Deduct from this award any compensation it has already paid for this complaint.

My final decision

My final decision is that I uphold this complaint and I direct Accelerant Insurance Europe SA/NV UK Branch to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 23 January 2025.

Ifrah Malik
Ombudsman