

The complaint

Miss T complains about the way Accredited Insurance (Europe) Ltd (Accredited) have handled a claim she made under her buildings insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. In December 2023 Miss T contacted Accredited following her neighbour's builder causing damage to her porch roof. Accredited arranged for an agent to visit Miss T's property and assess the damage. It also requested Miss T provide quotes for the repairs required. Following Miss T providing estimates, Accredited instructed a loss adjustor to visit Miss T's property.

Miss T raised a complaint about the progress of her claim. She was also unhappy with the loss adjustor who attended her property. She said the loss adjustor didn't conduct herself in a professional manner and stormed off.

On 21 June 2024 Accredited issued Miss T with a final response to her complaint. It said it delayed reviewing the quotations Miss T had provided. It apologised if Miss T felt the loss adjustor was rude, but that wasn't their intention and they wanted to assist in progressing the claim, which Miss T was required to assist with. It offered Miss T a settlement of her claim based on the quotes she had provided and said it would pay £300 compensation as an apology. Miss T didn't think this was reasonable and so referred her complaint to this Service.

Our investigator looked into things. He said he thought compensation was due for the delays caused by Accredited during the claim, but he thought the £300 offered was reasonable. He said he thought it was reasonable for the loss adjustor to want to enter Miss T's property and the terms say Miss T should agree to reasonable requests. He said if Miss T was unhappy with the settlement now offered she could raise this as a separate complaint with Accredited.

Miss T didn't agree with our investigator. She said as part of her insurance policy she has legal cover and so Accredited should have dealt with her claim under this section of her policy. She said she shouldn't have to contribute towards the repairs as the damage was caused by her neighbour's builder.

As Miss T didn't agree with our investigator, 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.

I want to acknowledge I've summarised Miss T's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Miss T and Accredited I've read

and considered everything that's been provided.

Miss T has said Accredited should have dealt with her claim under the legal cover section of her policy and doesn't understand why she should contribute towards repairs given the damage was caused by her neighbour's builder.

The terms of Miss T's policy explain Accredited will pay the cost of loss or damage caused by an insured peril. The terms go on to say following a claim Accredited have the option to make payment in cash, or effect necessary repair, replacement or reinstatement. Therefore I think it was reasonable for Accredited to offer to settle Miss T's claim by making a cash payment for her to have repairs carried out. It would then be Accredited's decision whether to pursue recovery of costs it incurred from a third party.

When Miss T first reported her claim, she made clear she wanted to recover costs through her neighbour's builder as they had caused the damage to her property. On 13 December 2023 Accredited emailed Miss T to say it could arrange surveyors to visit her property, and that recovery usually happens once the claim has been settled. It said its recovery team could write to Miss T's neighbour, but it couldn't guarantee recovery. It sent a further email to Miss T on 27 December 2023 saying it can look to recover costs, but this would be towards the end of the claim. So, I think Accredited made Miss T aware recovery of costs would be explored once the claim had been settled.

The policy Miss T holds with Accredited doesn't include legal expenses cover. But I can see when Miss T took out her home insurance policy she purchased a policy enhancement called '*Basic Home Legal Cover*'. However I can see from Miss T's schedule this is a benefit provided by her broker, and is provided by a separate insurer to Accredited. Therefore if Miss T wanted to make a claim under her legal cover she would need to contact the insurer responsible for providing this cover. I think Miss T may have believed this cover was provided by Accredited which has caused some confusion, however I don't think Accredited are responsible for this as it wouldn't necessarily be aware of cover Miss T held elsewhere.

Accredited have acknowledged it has caused delays when dealing with Miss T's claim and has offered £300 compensation. Therefore I've considered whether £300 compensation is reasonable to acknowledge the impact its errors have caused Miss T.

Based on the evidence provided I'm satisfied Accredited have caused unreasonable delays during Miss T's claim. Miss T provided estimates to Accredited in February 2024, but the claim didn't progress until 26 April 2024 when Accredited instructed a loss adjustor. This delay has caused Miss T distress, particularly given her property was damaged.

Miss T has said the loss adjustor who attended her property didn't conduct herself in a professional manner and stormed off. The loss adjustor has said Miss T refused to allow her into the property and was uncooperative. Miss T has said she has CCTV of the incident. This Service has requested a copy of the CCTV but this hasn't been received and so I've based my decision on the available evidence.

Based on the evidence provided I'm satisfied the loss adjustor was looking to enter Miss T's property but Miss T didn't think this was necessary. I don't think the loss adjustor's request to enter Miss T's property was an unreasonable one in the circumstances. On balance, I think there was a breakdown in communication once the loss adjustor was refused entry to the property, but I haven't seen sufficient evidence to say this was due to the loss adjustor being rude or acting unprofessionally during their visit.

I think Accredited caused an unreasonable delay following the loss adjustor's visit to Miss T's property. The visit took place at the beginning of May 2024, but Accredited didn't offer

Miss T a settlement until 21 June 2024, despite no further information being gathered during this period. Again, this delay has caused Miss T distress and inconvenience whilst she was waiting for her claim to progress.

The damage to Miss T's property is in an area which means it doesn't cause Miss T significant inconvenience on a day-to-day basis. However it was still distressing for Miss T to have to wait several months longer than she should have done for her claim to be progressed. Overall I think the £300 compensation Accredited have offered is reasonable to acknowledge the additional distress and inconvenience Miss T has been caused due to Accredited's errors.

If Miss T is unhappy with the settlement Accredited have now offered, she is entitled to raise this as a separate complaint with Accredited in the first instance.

My final decision

Accredited Insurance (Europe) Ltd has already made an offer to pay Miss T £300 compensation and I think this is fair in all the circumstances. So my decision is that Accredited Insurance (Europe) Ltd should pay Miss T £300 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 9 April 2025.

Andrew Clarke
Ombudsman