

## **The complaint**

Ms C and Mr C complain that Accredited Insurance Europe Ltd aren't making a fair offer for their patio doors and that they provided poor service.

## **What happened**

Ms C and Mr C held a buildings insurance policy with Accredited which covered accidental damage.

In May 2023 the glass in their patio door was damaged when a stone flicked up and broke the pane.

Accredited accepted the claim and offered either to replace the glass, or pay a cash settlement of £473 plus VAT.

Ms C and Mr C are unhappy with this as they say the entire patio door needs replacing at a cost of over £2900. They want Accredited to either agree to pay for the replacement patio doors or remove the claim from their file.

In their complaint response, Accredited explained why they think this offer is fair and in line with the policy, but offered £75 compensation for the service issues raised.

Ms C and Mr C weren't happy with this and brought their complaint to us.

One of our investigators looked into Ms C and Mr C's complaint. She thought that Accredited had made a fair offer.

Ms C and Mr C disagreed with our investigators view, and so the case has come to me to review.

## **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 have to decide whether Accredited have acted fairly and reasonably, and properly applied the terms of the policy when making the settlement offer.

Having done so I won't be upholding this complaint and I will explain why.

### **Cash settlement offer**

In Ms C and Mr C's policy booklet at page 24 it explains how they offer settlements. It says:

*"When settling your claim, if we decide that we can offer rebuilding work, repairs or replacements, we will ask you to choose one of the following options.*

- a. *We will choose a contractor (our preferred contractor) and instruct them to carry out the rebuilding work, repairs or replacements.*
- b. *We will pay you a cash settlement for the same amount it would have cost us to use our preferred contractor."*

Accredited's contractors have assessed the window, and they say they are able to replace the glass like for like. Alternatively, a cash settlement can be offered to the value of what it would cost their contractors to replace the glass, which is £473.13.

So the offer made by Accredited is in line with the terms of the policy.

Ms C and Mr C say that they have had their own contractors look at the door and they say that the entire patio door needs replacing, which will cost between £2900 and £3885. I've read this report and it says they wouldn't recommend just replacing the glass in case something was broken in the process and couldn't be replaced, not that it isn't possible. The investigator has also gone back to Accredited in the light of this and checked that they are confident it can be done without damaging the window frame. Their contractor has provided us with an explanation of how they will complete the repair, including removing the glass and replacing it and explain that they have done this "thousands of times". Accredited have also confirmed that if any damage did occur during the repair process, this would also be covered. So I'm therefore satisfied that the offer is reasonable.

An insurer indemnifies the policyholder to put them back in the position they would have been in if the accident hadn't happened. In this case, replacing the glass or providing a cash settlement as an alternative does that. Replacing the whole patio window would put them in a better position, which is beyond the policy limits – and so I can't say that that is a fair outcome. I appreciate that Ms C and Mr C may want to replace the whole window with a more modern one, and if so, they have the option to accept the cash settlement and use it towards the purchase price.

Mr C and Mrs C have also raised an issue that if they withdraw their claim, they want it removed from their record.

Accredited have explained that if the claim is withdrawn, it will be recorded on the Claims and Underwriting Exchange (CUE) as withdrawn. CUE is a database which records all claims regardless of the outcome, and an insurer has a duty to record all claims accurately, so I'm satisfied that if the claim is recorded as withdrawn, that will accurately reflect what has happened here. I don't think it is appropriate for Accredited to remove it from the record.

### **Service and communication**

I have viewed the portal messages and understand why Mrs C and Mr C may have found them confusing but agree that they haven't delayed or affected the claim. And so I think Accredited's offer of £75 is fair for this. I understand this has already been accepted by Ms C and Mr C and paid.

### **My final decision**

My final decision is that I'm not upholding Ms C and Mr C's complaint about Accredited Insurance Europe Ltd and so they don't need to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C and Mr C to accept or reject my decision before 2 January 2025.

Joanne Ward  
**Ombudsman**