

The complaint

Mrs M has complained about the way Accredited Insurance (Europe) Ltd (AIE) dealt with a claim she made under her home buildings insurance policy.

Mrs M's daughter is representing Mrs M in her complaint. For the purpose of my decision, all reference to the representative is referred to as Mrs M.

All reference to the insurer AIE in my decision includes agents acting on its behalf in the claim.

What happened

Mrs M bought a home building insurance policy with the insurer AIE. She made a claim for damage to her home when a neighbour's tree split and part of it fell onto their property, causing damage Mrs M made arrangements promptly for the removal of the entire tree from a neighbour's property.

AIE accepted the claim. It said it would cover the costs to remove the part of the tree that fell onto Mrs M's property.

Mrs M was unhappy about this. She said the remaining part of the tree was dangerous to leave and believes AIE should reimburse her for the costs she paid to have the entire tree removed from the neighbour's property.

AIE didn't uphold Mrs M's complaint. So Mrs M brought her complaint to us.

One of our Investigators didn't recommend the complaint should be upheld. He found that AIE had fairly applied the policy terms when dealing with the claim.

Mrs M didn't agree. In summary she says AIE hasn't reimbursed her for the agreed costs under the claim. However, she also says AIE made an offer of around 55% of her claimed costs, which she rejected as she had by this time brought her complaint to us. Mrs M says she paid the costs for the neighbour's tree to be removed for their own safety and to prevent a future dangerous situation, if the remaining part of the tree were to fall onto their property.

Mrs M is unhappy with having to make a claim through AIE's claims portal as she says it was convoluted. She provided a quote for the works as requested, which AIE queried and subsequently arranged for one of their approved contractors to complete, which Mrs M says caused a delay.

Mrs M believes the policy wording for the term AIE applies is ambiguous.

So the case 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.

AIE applied a term under the policy when considering the claim which is called; "Falling Objects". This term says AIE will cover loss or damage caused by "*falling trees and branches*".

I've considered all of the points Mrs M has raised about the policy wording, but I find that AIE correctly said it would cover the costs for the removal of the falling trees and branches that caused loss and damage to Mrs M's property. AIE isn't responsible for any remaining costs to remove the rest of the tree which remained in the neighbour's property in order to properly meet the claim. It has agreed to meet the costs "*of the fallen item which has caused the loss or damage*". I think this is fair and reasonable as the remaining part of the tree did not cause loss or damage to Mrs M's home.

I understand the reasons why Mrs M made the decision she did to pay for the rest of the tree to be removed. But this doesn't mean AIE should reimburse these costs as they are outside the scope of the policy cover.

I understand Mrs M found the process of dealing with claim frustrating. We cannot make a finding on the mechanics of how an insurer asks a customer to submit their claim, unless this has caused a poor service or failing which a customer has complained to the insurer about.

The Investigator explained that Mrs M's concerns about the service provided by AIE would need to be first raised with AIE as an additional complaint, as it doesn't form part of AIE's response dated 17 May 2024 about its decision on the claim.

When Mrs M made her claim, AIE said she could proceed with temporary repairs as – due to poor weather affecting supplier availability – it would take longer to arrange for an approved contractor to attend. I appreciate that Mrs M says this should not be a reason or excuse. But where an alternative has been offered as an option to make safe the property and policyholder, I don't think this is unreasonable. And it is reasonable for an insurer to review a quote when provided to see if it can provide an alternative at a lower cost under the claim.

I'm in no doubt that the event itself caused significant distress and upset – but I don't find that AIE's handling of the claim in its role as the insurer was unreasonable. I think it has dealt with the claim in a fair way and in line with the policy. So I'm not asking it to do any more.

AIE says it is happy to contact Mrs M following my final decision to re-offer settlement for the agreed costs in line with the policy.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 25 January 2025.

Geraldine Newbold
Ombudsman