

## **The complaint**

Miss H and Mr E complain about the way Accredited Insurance (Europe) Ltd dealt with a property damage claim they made under their home insurance policy.

Miss H has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, as those of 'Miss H' throughout this decision.

## **What happened**

Miss H held a home insurance policy with Accredited. She contacted them in January 2023 to make a claim after a fire, that started in a neighbour's property, damaged her home. The claim was accepted, and repairs were started; but Miss H was unhappy about the quality of repairs included in the claim, as well as the overall length of time taken to complete them.

Miss H raised a complaint to Accredited and said she was concerned her roof had been structurally compromised and not put back to the way it was before the fire. She wanted this to be investigated as she thought bricks were missing. She also said her home's outdoor steps were damaged when firefighters gained access. And while the broken step was repaired, it was nailed into rotten wood which made it dangerous for Miss H to use. Overall, Miss H was unhappy with the length of time it had taken to get repairs completed as well as Accredited's communication with her during the claim.

Accredited considered Miss H's complaint and upheld parts of it. They said they didn't agree they needed to replace her main roof beam and stairs as part of the claim, as the repairs carried out were adequate. They also said an issue with a hanging loose wire pre-dated the claim and incident date, so they didn't think they needed to do anything to secure it. But they did agree that the claim had been ongoing for a long time, so they paid £300 compensation.

Miss H remained unhappy with Accredited's responses to her complaint, so she brought it to this Service. An Investigator looked at what has happened and ultimately recommended the complaint should be upheld in part. He said he didn't think Accredited had acted unfairly in how they'd dealt with the repairs to the roof beam and stairs – as this was supported by the available evidence and policy terms. But he thought that Accredited should have secured the hanging wire that was raised – as while it did pre-date the incident date, he was satisfied it had been further dislodged during the repair process.

The Investigator also thought Accredited had evidenced there were no bricks removed during the repair process to the property's party wall – so no further repair was needed. But he did think Accredited should pay a total of £800 for distress and inconvenience caused during the life of the claim for their delays and poor communication.

Accredited replied and agreed with the Investigator's recommended outcome. They said they were willing to pay £800 compensation and said they would secure the hanging wire in the interests of finalising the claim.

Miss H also replied to the Investigator but didn't agree with their recommendations. She said while she was happy for the loose wire to be fixed, she didn't feel the £800 compensation adequately matched the levels of distress and inconvenience she had been caused. Miss H said she didn't feel the Investigator had properly addressed the other aspects of the complaint. And she felt the main beam in the roof had been very poorly repaired and it was clear from the pictures that the central beam has been subject to fire damage. Miss H reiterated that while the broken step outside her property had been repaired, it had been nailed into rotten wood, making it dangerous for her to use.

Finally, Miss H said she had raised a complaint point around Accredited not keeping her informed about when tradespersons would be attending her home. She said this lack of communication caused severe upset for her as she was concerned that Accredited's appointed tradespeople working on the roof of her property would be able to see through the skylight and into her property – causing her privacy concerns.

I issued a provisional decision on this complaint, and I said the following:

*"I want to start by explaining I won't be repeating the entirety of the complaint history here in my decision or commenting on every point raised. Instead, I've focussed on what I consider to be the key points that I need to think about in order to reach a fair and reasonable conclusion. This reflects the informal nature of this Service and our key function; to resolve disputes quickly, and with minimum formality. However, I want to assure both parties I've read and considered everything provided.*

*I can see that Accredited agreed to some of the recommendations the Investigator made as part of their review of the complaint. They said they would repair the hanging wire Miss H raised as a complaint point (despite them feeling this was pre-existing) in order to conclude the issue. I've considered the reasons behind this and I'm satisfied Accredited fixing the wire produces a fair and reasonable outcome to this complaint point. This means I don't intend to make an extended finding on this point beyond requiring Accredited to fix this.*

*I also don't intend to make an extended finding on the damage to the rear stairs or the main roof beam elements of the claim. I do appreciate Miss H has asked me to make a finding on whether the main roof beam is safe or not – but I need to make it clear that it's not my role to make such a finding as part of this complaint. My role is to consider the available evidence and decide whether Accredited can justify the decisions they took.*

*The starting point is to look at what the policy's terms require Accredited to do in the event of damage. The terms say that Accredited can decide whether to repair or replace a damaged item. I note Accredited says the scope of the repairs was supported by a Fire Services report which said the ceiling joists and slate batten of the roof had suffered light damage. Having thought about this point, I think it was fair and reasonable for Accredited to carry out the repair to the roof beam in the way they did. And as I don't have any compelling or contrary evidence to suggest that the repair is not lasting and effective – I can't reasonably conclude they acted unfairly here.*

*Miss H explained that her outdoor steps were damaged when the firefighters gained access to her property. She said that while the broken step had been repaired - it had been nailed into rotten wood which made it dangerous for her to use. She asked Accredited to repair the full structure and not just the broken step.*

*In response, Accredited said that the structure of the stairs was rotten and therefore excluded from the scope of the repair which was actually related to the insured peril. They referred to the general exclusions in the policy terms which say:*

*“General exclusions...*

*“12. Any gradual or maintenance-related loss or damage*

*Loss or damage as a result of gradual causes including:*

- Wear and tear;...*
- Gradual deterioration (whether you were aware of it or not)”*

*Given Accredited aren't required to repair damage that's a result of wear and tear or gradual deterioration, I think it was fair and reasonable for Accredited to rely on this exclusion and to repair the damaged part of the stairs in the way they did. So, I can't reasonably conclude they acted unfairly here.*

### *Outstanding repairs*

*I'll now moved on to what I consider to be the main issues as part of this complaint. The first is the party wall in Miss H's loft. Miss H originally said that she felt bricks had been removed from the wall during the repair process. And I can see Accredited outlined why this wasn't the case. Miss H then clarified and explained that she was referring to plasterwork that was previously in place no longer covering the wall. The Investigator raised this with Accredited who maintained missing plaster was not a point raised as part of the complaint.*

*However, I asked Accredited to comment on this point as part of my review of the complaint as I said I wouldn't automatically expect Miss H to be an expert in what she was trying to describe. I said it appeared the wall was plastered prior to the fire and wasn't afterwards – so I wanted to understand why the plaster wasn't replaced. Accredited didn't provide a response to this point – so at present, I have no confirmation as to why the wall wasn't put back to its pre-damaged state. Therefore, in the absence of any evidence to explain this, I would require Accredited to arrange to have the wall re-plastered to return it to its pre-accident condition in order to conclude this complaint point.*

### **What was the impact**

*An ongoing building claim comes with a certain level of frustration and inconvenience, so I would expect there to be some disruption as part of the normal claim process. However, my role is to consider any additional and unnecessary inconvenience and distress caused by Accredited.*

*The relevant industry rules require insurers to handle claims promptly and fairly. They should provide reasonable guidance to help a policyholder make a claim and appropriate information on its progress. Accredited acknowledge there were delays in the repair process – and while I appreciate that some delays are unavoidable – having considered the claim history I note there are instances where their service fell short. I don't intend to make an extended finding on whether Accredited acted unfairly here, because they've already confirmed they caused delays. Instead, I need to consider what the impact of those delays were and what steps they've taken to address this.*

One of Miss H's main concerns was around Accredited's communication during the claim. She's said Accredited didn't properly inform her when tradespeople would be working on her property, and this caused her distress and anxiety as she has a skylight in her bathroom which she was concerned could be looked through whilst people were working on the scaffolding erected outside.

Miss H says she reported these concerns on multiple occasions and asked Accredited to give her prior notice if there would be tradespeople attending her property for repairs. Accredited didn't address these points in their final responses to the complaint – however I can see Miss H raised these concerns, so I'm satisfied I can make a finding on this point.

I've considered the claim history and I can see there are times in which Miss H was advised people would be attending her property to carry out works. So, I would have expected this to be the normal process – given Accredited also advised they do this for every visit. But there's also times in which it's confirmed Accredited's communication could have been better – because tradespeople were meant to attend and then had to cancel. Or they attended and Miss H wasn't told they would be. Given Miss H raised specific concerns around this issue, I think Accredited could have done more to acknowledge and lessen the impact Miss H was feeling.

For example, I can also see instances in which Miss H raises these concerns due to workers being on her neighbour's property – and I think Accredited could have done more to avoid Miss H's concerns over this issue. And so, by not doing this, I think Accredited would have caused additional distress and inconvenience to Miss H, over and above the already stressful situation she was experiencing. I can appreciate Miss H would have been upset and worried about her privacy and to not have Accredited acknowledge these concerns would be frustrating for her.

I think Accredited should pay a sum of compensation to acknowledge the impact their handling of the claim had on Miss H in this respect, and I'll expand on that below.

### **Putting things right**

A compensation award isn't intended to fine or punish a business, it's to recognise the impact a business' actions have had on their customer in a particular complaint. This Service's approach to compensation awards requires me to think about what amount would be fair by taking into account how I consider Miss H was affected.

I haven't detailed everything here, but I've weighed up Miss H's testimony, the available evidence, and the duration of the incident when deciding what I think is a fair and reasonable sum. I've thought about the impact to Miss H and I think Accredited's handling of the claim caused substantial distress, upset and worry over a sustained period, with the impact felt over many months.

The Investigator recommended a further £500 compensation, and I can see Accredited have agreed with the Investigator to pay that additional sum, on top of the compensation already offered of £300. But I don't think this level of compensation would be sufficient to reflect the impact of their claims handling on Miss H. So, having considered everything that's happened, I'm satisfied a total award of £1,000 compensation is a fairer and more reasonable sum in all the circumstances to reflect what I consider to be the impact of Accredited's claims handling on Miss H over a sustained period of time.

*I appreciate this may not be the level of compensation Miss H might have hoped for, and it may not ultimately change matters for her, given her larger concerns over the claim itself. But I consider it to be in line with the level of compensation appropriate to these issues, and I'm satisfied this produces a fair and reasonable outcome in this particular complaint."*

I concluded that I was minded to uphold the complaint and I'd direct Accredited to deal with the claim by replastering the party loft wall, to return it to its pre-damaged condition, and pay a total of £1,000 compensation (less any sum already paid). I invited both parties to respond to my provisional findings.

Accredited responded to my provisional findings and said they agreed to conclude the complaint in the way I had outlined.

Miss H also responded and largely agreed; except she said she felt there hadn't been full consideration of her concerns over her main roof beam. She maintained that if the main beam had only suffered aesthetic damage, there was no reason why Accredited had put in additional support.

### **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've taken on board Miss H's comments again around the main roof beam and the way it was repaired. But having done so, I maintain the conclusion I reached in my provisional findings. As I said previously, the policy's terms say that Accredited can decide whether to repair or replace a damaged item. And I note Accredited says the scope of the repairs was supported by a Fire Services report which said the ceiling joists and slate batten of the roof had suffered light damage.

I also note that Accredited carried out aesthetic work to the main roof beam to remove any charring and smoke damage to its surface, and maintained that the repair carried out was proportionate to the damage sustained. I remain of the opinion that it was fair and reasonable for Accredited to carry out the repair to the roof beam in the way they did. And I would also highlight again that I don't have any contrary evidence to suggest that the repair is not lasting and effective – and this means I can't reasonably conclude they acted unfairly.

In respect of the other points Miss H raised in reply to my provisional findings, her concerns focused on resolving the matters in a reasonable amount of time. I agree this is a fair consideration to have, and I would expect Accredited to carry out the remaining repair items in a reasonable amount of time and without delay – in line with good industry practice.

Should there be any concerns over these works or problems with finalising them, Miss H of course retains the right to raise these as a fresh complaint to Accredited.

### **My final decision**

For the reasons I've outlined above, my final decision is that I uphold this complaint. I direct Accredited Insurance (Europe) Ltd to:

- Repair the hanging wire;
- Re-plaster the loft party-wall to return it to its pre-loss condition; and
- Pay £1,000 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 18 April 2025.

Stephen Howard  
**Ombudsman**