

## **The complaint**

Mr W is unhappy with the management of his accidental damage claim by his insurer, One Insurance Limited ("One Insurance") which led to delays and inconvenience. Mr W was represented for the complaint, but for ease and simplicity, I'll only refer to Mr W.

## **What happened**

Mr W made a claim when he accidentally dropped a large garden object damaging his tiled kitchen floor. Mr W was trying to move the object to the front of the house.

One Insurance reviewed and validated the claim. However, Mr W became frustrated at the numerous requests One Insurance made and the length of time it took to ascertain what had happened.

One Insurance asked Mr W to get three quotes to get the work completed by local trades people. Mr W found this difficult due to his vulnerable circumstances, but he felt obliged. When the quotes were provided, One Insurance selected the cheapest quote.

There were delays in the work commencing as One Insurance hadn't instructed the tradesman to start. Once the work commenced, further damage was identified to the underfloor heating. As the original quote hadn't allowed for this, work came to a standstill. Mr W and his wife, who was also vulnerable, was left with a kitchen floor with a hole in the middle.

One Call provided a final response letter on 21 November 2024, apologising for the considerable delays caused and offered a compensation payment of £200 for the distress and inconvenience caused.

Our investigator decided to uphold the complaint. He didn't think the compensation offered was fair for the distress and inconvenience caused, so he increased it by £150 (to £350 in total). One Call disagreed, so the case has been referred to an ombudsman.

## **My provisional decision**

I made a provisional decision on this on 20 August 2025. I said :

When looking at the claims process, I start with the expectation that One Insurance should be an expert in managing the claim – as it regularly manages claims for customers. This contrasts with Mr W who is unlikely to be familiar with the process, and having vulnerabilities may need support through it. In simple terms, I'd expect One Insurance to take ownership for the claim, provide clear leadership and direction and where necessary identify where Mr W needed support.

From reviewing the claim, I don't think One Insurance have managed the claim well, so I intend to uphold this claim. I'll briefly explain why.

I've first considered when the claim was made, and the validation One Insurance went through. With any claim, I think it's fair for One Insurance to ask questions to understand the circumstances of the claim. This is normal in any claim.

Mr W was unhappy with the amount and frequency of questioning he received, which included the following separate requests / actions (per Mr W's notes):

- Mr W was asked to upload images and a video to show the damage and the route taken by Mr W moving the garden item
- One Call queried why the garden object was taken through the house rather than the side passageway
- Mr W uploaded a video showing the side passageway route was not suitable to use as it had fallen in a state of disrepair
- One call then asked for pictures of the garden object to be sent through
- One Call asked Mr W to complete a claims form (which was returned the same day)
- One call asked for a video showing the actual route that would be followed if the side passageway was used
- Once Call then asked hypothetically whether a wheelbarrow could've been used.

I understand the importance of gathering the facts of what happened. But I think it's clear by the back and forth nature of One Insurance's investigation, and the nature of the intermittent requests for information from Mr W, that One Insurance failed to carry out an efficient review of the claim. Neither did it consider Mr W's vulnerable circumstances. Mr W said he nearly had an accident trying to navigate the side passageway to provide the second video that was requested.

The time that elapsed between the claim being made and Mr W needing to send an email to chase progress of the claim and expedite it was two months. I think this took too long for such a simple claim. One Call should've set out its requirements from the start clearly or probably easier, given Mr W's vulnerability, sent a surveyor to quickly appraise the situation.

After One Insurance accepted liability, it asked for Mr W to collect three quotes to get the work done. Mr W has explained he didn't know any local tradesman. He scrambled around to do his best to get the quotes. But he found this hard.

I'd expect a good claims handler to identify the needs of its customers and identify where there is vulnerability. I think it's clear both Mr W and his wife were vulnerable. I don't think this was the most reasonable way to progress the claim. I haven't seen any evidence of One Insurance supporting Mr W through the process. I think in these circumstances, it would've been more reasonable for One Insurance to offer to get the repairs arranged and take this difficulty away from Mr W.

What is also odd, is that One Insurance didn't cash settle the claim, but did pay the local tradesman directly. However, when further damage was discovered, One Insurance didn't really rush to take back the management of the claim to sort this issue out for Mr W.

The standstill in the work, meant that Mr W and his wife were left with a hole in the middle of the kitchen. This created an extremely dangerous situation given the vulnerability of Mr W's wife. I don't think One Insurance even explored with Mr W and his wife if they had any difficulties.

Mr W has raised issues which happened after the 21 November 2024. One Insurance has indicated I can't look at these as its after its final response letter. This isn't strictly true, as

One Insurance has followed up its final response with a further response to related issues on 3 January 2025.

However, I've noted issues have gone on beyond this later date too and Mr W has already instructed our investigator to raise a further complaint with One Insurance in relation to these matters. Therefore, I think for cleanness, it's simpler if I only comment and consider the time to 21 November 2024, and the second complaint looks at the period afterwards, which includes the impact this all had on Mr W's Christmas arrangements.

Considering the issues I've raised, I intend to award a total of £600 compensation for distress and inconvenience (which is £400 more than One Insurance offered). This is for the period to 21 November 2024. I'd expect further compensation to be considered for the period afterwards.

I think this is fair and reflects the issues experienced by Mr W in the validation of the claim, arranging the repair and for the difficulties experienced during the repair, all of which were made more difficult due to Mr W and his wife's own personal circumstances. These issues caused distress and plenty of inconvenience over a period of months.

### **Responses to my provisional decision**

Both parties accepted my provisional decision and they didn't have anything further to add.

### **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 neither party has provided any new information, I see no reason to change my provisional decision.

### **My final decision**

My final decision is that I uphold this complaint. I require One Insurance Limited pay Mr W:

- £400 compensation (one Insurance should also pay the original £200 offered if it hasn't already).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 29 September 2025.

Pete Averill  
**Ombudsman**