DRN-5790793

## The complaint

Mr M has complained about how Accredited Insurance (Europe) Ltd handled his home emergency insurance claim.

There were various parties involved in the claim but as Accredited was the insurer it was ultimately responsible for the claim. So for ease of reading I'll only refer to Accredited below and my reference to Accredited includes other parties acting on its behalf.

## What happened

Mr M made a claim because a radiator valve started leaking. The following briefly outlines the sequence of events.

15 December – Mr M noted that the radiator was leaking.

16 December – Mr M contacted Accredited to make the claim under the policy; Accredited arranged for a plumber to attend the following day.

17 December – Mr M waited in all day but the plumber didn't turn up; he called Accredited in the evening and it arranged for another plumber to attend on 18 December.

18 December – Mr M called Accredited three times:

- the first call was in the morning – Mr M said a plumber called him the previous night and said the earliest they could attend was 20 December; he told Accredited this wasn't good enough as the radiator was still leaking; Accredited told him a plumber was booked for 18 December between 9.00 and 1.00

- the second call was mid-afternoon – Mr M said the plumber had contacted him to say he'd be there between 2.00 and 3.00 but that time had now passed; Accredited told Mr M that according to its records a plumber was booked for 20 December; it told Mr M someone would call him back with an update

- the third call was early evening – Mr M said no-one had called him back and no plumber had been out; Accredited again said the plumber was booked for 20 December; it was left that Accredited would look into things and call Mr M back.

For the third call there is reference in Accredited's notes (although it wasn't discussed in the telephone conversation I listened to) to the plumber offering Mr M a time to visit on 17 December but Mr M not wanting it so it was agreed that they will attend on 20 December.

19 December – Accredited called Mr M; Mr M denied that he rejected an offer for the plumber to visit on 17 December – he said the only visit he refused was for 24 December; it was left that the appointment for 20 December would now go ahead but Mr M wanted to make a complaint and be compensated for the wasted time.

20 December – the repair work was completed; there was damage to the carpet and decorations caused by the leaking radiator; Mr M says the plumber told him the damage wouldn't come out of the carpet.

Accredited partially upheld Mr M's complaint. It said there was a delay of one day and it offered Mr M £25 compensation. It said no-one was home for the first appointment on 17 December and Mr M had been given all relevant updates on the claim.

Our investigator concluded that the complaint should be upheld. He felt there had been a delay of four days – from 17 to 20 December – with Mr M having no heating during this time. He felt Accredited should pay an additional £75 compensation (ie £100 in total) for the distress and inconvenience caused.

Accredited accepted our investigator's conclusion but Mr M didn't. He felt more compensation was due as:

- he had to wait at home for the plumber to arrive
- he felt his time was worth more than £100 given that he would have been charged £130 if the plumber had turned up and he'd been out.

**What I provisionally decided – and why**

I issued a provisional decision which explained why I thought the complaint should be upheld. The relevant parts of my provisional decision are outlined below and form part of this final decision.

*The policy*

- There wasn't anything in the policy which said a plumber needed to attend within a certain time – it just said Accredited would send a contractor as soon as possible. However, this was a Home Emergency insurance policy so the only time a consumer would likely use it was when they had an emergency. Accordingly, I thought it reasonable that "as soon as possible" should equate to around 24 to 48 hours.

*Time taken to repair*

- It wasn't in dispute that it took four days for a plumber to attend Mr M's property and fix the problem. That was obviously outside the 24 to 48 hour period that I thought was reasonable.

- The plumber was originally arranged for 17 December. I wasn't persuaded that the plumber attended on 17 December and Mr M wasn't home. If that really happened it was unclear why Mr M wasn't charged the missed call out fee and/or why Accredited didn't mention it when Mr M called. The fact he wasn't charged the fee and it wasn't mentioned in any of the conversations I'd listened to told me it was most likely that the plumber didn't attend on 17 December.

- I also wasn't persuaded that the plumber agreed with Mr M on 17 December that the appointment would be booked for 20 December. If that really happened it wasn't clear why the plumber allegedly then turned up to the property on 17 December, why Mr M would call Accredited on 17 and 18 December to find out when the plumber was attending and why Accredited re-booked another plumber for 18 December. In my opinion, none of this would have happened if an appointment had been booked for 20 December.

- It also looked to me like Accredited didn't really know what was happening. This was evidenced by the calls on 18 December when Mr M was told in the first call that a plumber was booked between 9.00 and 1.00 that day and he was then told in the next two calls that a plumber was booked for 20 December.

- In my view, as the plumber was booked for 17 December the radiator should have been repaired that day. Accredited hadn't provided a plausible or credible explanation for why the plumber didn't attend or why the repair wasn't completed that day. I therefore concluded that the repair was delayed by three days.

*Broken promises*

- In my view there was more to this complaint than the delay – there were broken promises. Mr M was told on 16 December that a plumber would attend on 17 December. Similarly, he was told on 17 December that a plumber would attend on 18 December. Obviously, no-one turned up on either day. I was therefore satisfied that what Mr M said about waiting in unnecessarily for two days was plausible. In addition, the second call on 18 December was left that Accredited would look into things and call Mr M back. I hadn't seen any evidence that Accredited called Mr M back (before Mr M made the third call roughly two hours later).

*Putting things right*

- There were two elements to potential compensation.

- The first was for the unnecessary distress and inconvenience Mr M suffered. This included:

    - wasting two days sitting at home waiting for a plumber to arrive
    - not having heating for three days longer than he ought to have
    - being unnecessarily frustrated at Accredited's broken promises about when the plumber would arrive
    - being inconvenienced by having to continually call Accredited to find out what was happening.

- I didn't think the £100 suggested by our investigator was sufficient recompense for this distress and inconvenience. In my view £250 was fair compensation.

- The second was for financial loss. Mr M said that because Accredited delayed the repair further damage was caused to the carpet and decorations.

- Mr M accepted that even if the plumber had attended on 17 December there would have been some damage caused by the initial leak. But he said the damage at that point was relatively minor and he would have been able to put up with it/hide it by 'touching up' the paint and by placing a plant pot or something similar on the carpet. He said the damage worsened because of the delay in fixing the radiator.

- Mr M claimed for the damage under his home insurance policy (which was also with Accredited) but the claim was on hold pending the outcome of this complaint. If Mr M proceeded with the claim he would need to pay a £650 excess (meaning the claim settlement would be around £450) and he would lose his no claim discount.

- The radiator would have been leaking for around two days had it been repaired on 17 December. But it ended up leaking for around five days. I thought it was likely the radiator leaking for an extra three days meant the damage to the carpet and decorations worsened over those three days.

- However, I hadn't seen any evidence relating to the damage caused by the leaking radiator. So I didn't know how much the damage had worsened or how much the repair cost increased. It might have been, as Mr M said, that had the radiator been repaired on 17 December he could have put up with the damage by hiding it – and, therefore, not needing to claim under the home insurance policy. But it might also have been that the damage was already so bad by 17 December that a claim under the home insurance policy was inevitable.

- Mr M was the only one who saw the damage on 17 December and I didn't think what he said about the damage on that day being relatively minor was completely implausible. But, at the end of the day, there was nothing to show that he wouldn't have made a claim for the damage anyway, even if the radiator was repaired on 17 December.

- In my view it was possible that Mr M would have claimed under his home insurance for the damage anyway; and it was equally possible that he wouldn't have. I therefore thought a compromise was the fairest solution – with the compromise being that Accredited pay Mr M £325 ie half the excess. Mr M could then use the money for any repairs needed if he decided to not proceed with the claim, or he could put it towards the £650 excess if he decided to proceed with it.

**Responses to my provisional decision**

I haven't received any response from Accredited.

Mr M reiterated comments he previously made to us about the phone calls he had to make and the inconvenience caused by the plumber not turning up when promised eg remaining at home without heating and not being able to go out in the lead up to Christmas. He also referred to the numerous different businesses involved in his policy and claim. He felt it was unfair for insurers to be allowed to sub divide their cover and then use that as a way of limiting their liability.

**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.

Mr M's response doesn't persuade me to change my mind. I'm aware of the inconvenience he endured due to the plumber repeatedly not attending to fix the leak and I took that into account when deciding the £250 was appropriate compensation for the distress and inconvenience caused.

It isn't unusual for insurers to appoint other businesses to handle things on their behalf. They might for example appoint a business to administer the policy, a business to handle a claim and a business to repair insured damage (or a combination of all three). However the handling of a claim – which is what this complaint is ultimately about – is always the insurer's responsibility. In other words, the insurer is responsible for the actions, or inaction, of the businesses it appoints.

There were multiple businesses involved in Mr M's claim. I don't think this was an attempt by Accredited to limit its liability – after all, it did send out a plumber and the leaking valve was fixed. I do nevertheless think it led to Accredited losing sight of what was actually happening with the claim – something I alluded to in my provisional decision.

*Summary*

For the reasons outlined above, I conclude that:

- Accredited's handling of the claim caused the repair work to be delayed by three days which in turn caused Mr M unnecessary distress and inconvenience and extra expenses in respect of further damage caused to his home
- To resolve the matter Accredited should pay Mr M £250 compensation for the distress and inconvenience caused and £325 for the extra damage caused to his home.

**My final decision**

I uphold this complaint. I require Accredited Insurance (Europe) Ltd to pay Mr M total compensation of £575 (less any compensation it might already have paid Mr M in advance of this decision).

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

Paul Daniel
**Ombudsman**