

## **The complaint**

Mr H has complained about Accredited Insurance (Europe) Ltd. He isn't happy about the way it dealt with a claim under his motor insurance policy.

## **What happened**

Mr H made a claim under his motor insurance policy after he was involved in an accident which he didn't think was his fault. When Accredited looked into the claim it initially thought that Mr H should be held liable before looking to defend him on a split liability basis.

Advancing the matter with the third-party insurer and solicitor was protracted and Mr H went on to complain to Accredited and then this Service about the delay in advancing the claim. Accredited looked at a number of complaints for Mr H but thought that it had done all it could to help and that any delay was caused by the third-party and Mr H (as he wouldn't accept full liability in the early stages of the claim).

Our Investigator looked into things for Mr H and eventually upheld his complaint. Although she accepted that defending claims like this can be difficult and drawn out she thought Mr H's claim took too long and that Accredited should pay Mr H £400 by way of compensation. This was because it had refused to open and consider a further complaint point that Mr H raised; miscommunicated about his case and how it was settled; the amount of time it had taken to finalise the claim and the manner the claim was dealt with; and that Accredited didn't actively look to advance and close the claim which had an impact on Mr H.

Mr H accepted the position outlined, but Accredited didn't agree so the matter has been passed to me for 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.

Having done so, I agree that this complaint should be upheld. I'll explain why.

I think it's important to explain I've read and taken into account all of the information provided by both parties, in reaching my decision. If I've not reflected something that's been said in this decision it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless it's relevant to the crux of the complaint.

I don't propose to go over the finer detail of the issues here as both sides are fully conversant with what happened and how Mr H's liability claim was advanced. I know Accredited seems to feel that any responsibility for delays fall to the third-party or Mr H as he pushed for non-fault or split liability in the first instance. But it is clear that it was Accredited's decision to pursue a split liability position from the various communications on file. And why it chose to move from a 50/50 split liability basis to 70/30 in the other sides favour following a further review by its claims team. Accredited could have used its subrogation rights if it

wished, so this wasn't Mr H's choice, and as the finalisation of the claim was 70/30 it would appear that Accredited's position on liability was correct.

Given this, I don't think Accredited can hold Mr H responsible for any delay. However, there does appear to have been delay caused by a number of issues (the third-party, a delay in appointing a solicitor from Northern Ireland and failure to chase and advance matters by Accredited) and I agree that it should take some responsibility for this.

Plus, it would appear that Accredited didn't take reasonable steps to open and address Mr H's further complaint. I know it felt that it had already raised and addressed all of Mr H's complaint points in its earlier communications. But Mr H raised a further complaint as he was disappointed to find out that he wasn't told the third-party claim had been settled before that stage and was specifically looking for confirmation around whether the claim had been finalised in full and final settlement. And it is clear that Accredited weren't aware of the answer to this at that point in time, which was important to Mr H, so it is difficult to understand why this new point wasn't raised and addressed - although I accept that this was ultimately advanced by Accredited at a later stage.

There was also a miscommunication between Accredited and Mr H's broker when he was incorrectly told that the split in liability had been decided by a Judge when it wasn't considered at court. I know Mr H feels that there was more to it than this and suggests that someone was being untruthful, but I haven't seen any evidence of this. I think, on balance, there was just a miscommunication here and Accredited didn't tell the broker that the Judge had decided liability but that the settlement just came during the litigation process. However, I accept that this caused Mr H a degree of stress and inconvenience.

Overall, I agree that the service Mr H was provided with was below the desired standard. And one of the main issues here was the various delays in dealing with Mr H's claim - there were clear avoidable delays and errors in looking to advance his claim, and this clearly impacted Mr H. Indeed, Accredited acknowledged a number of delays in response to our Investigator's final view. It identified times when it didn't chase the third-party in line with its agreed chase cycle on a few occasions (on one occasion for nearly two months) and there were clearly times things could have been advanced far quicker.

I don't think it is fair to hold Mr H responsible for the long-drawn-out nature of this claim and the clear delay, just because he looked to strongly defend his position at the beginning of the claim. And I don't think Accredited can say it only looked to defend Mr H's claim to appease him. It is clear that it fully considered the legal position and relevant case law before defending Mr H.

Given all of the various difficulties identified here and the clear stress, worry and inconvenience this caused Mr H, who wanted the matter finalised, for costs to be limited as much as possible and for the open claim to stop impacting him. So, I agree £400 compensation feels fair for all of this.

### **My final decision**

It follows, for the reasons given above, that I uphold this complaint. I require Accredited Insurance (Europe) Ltd pay Mr H £400 compensation. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 28 March 2024.

Colin Keegan  
**Ombudsman**

