

## The complaint

Mr R complains about Accredited Insurance (Europe) Ltd's handling of a claim made under his home insurance policy.

## What happened

The background to this complaint is well known to both parties, so I'll provide only a brief summary here.

Mr R has a home insurance policy underwritten by Accredited which covers his property and its contents. He also has home emergency cover with Accredited.

He made a claim in December 2022 after an escape of water caused very significant damage to the property.

Accredited accepted the claim. There was a suspicion that asbestos might be present in the property, so tests were carried out. They proved negative, so Mr R proceeded to have the leak repaired.

A temporary electric board was installed and after that, drying of the property began (in March 2023).

In July 2023, Accredited carried out a site visit, to review the scope of works for the necessary repairs after the drying out had been completed (in June 2023, according to Accredited).

Accredited then contacted Mr R to advise that the earliest they could get a contractor on site to begin the repairs was January 2024. They said Mr R could have a cash settlement rather than wait until January 2024. In essence, they offered Mr R the amount it would cost them to have their contractors carry out the work.

Mr R wasn't happy with the progress of the claim – or the proposed start date. And he made some enquiries with local contractors who said the amount he'd been offered wouldn't cover the cost to him of getting the repairs done.

Mr R was also initially unhappy with the settlement offered by Accredited for his lost or damaged contents. But he did eventually accept an offer for settlement of that part of his claim.

He'd also made a complaint at the outset of the claim because he discovered the nature of the claim had been wrongly recorded by Accredited after it had been reported. This was then resolved by Accredited who acknowledged their error.

Mr R made a further complaint to Accredited in June 2023, about the delays and poor service in the handling of the claim.

Accredited accepted that there had been some unnecessary delays and offered Mr R £100 in compensation for his trouble and upset. Mr R wasn't happy with this and brought his

complaint to us.

Our investigator looked into it and thought Accredited should increase the compensation to £300. She said this would be fair and reasonable compensation for the delays and poor service up to the point of Accredited's final response to Mr R's complaint (on 24 August 2023).

She said Accredited should also offer a cash settlement reflecting the cost of the repairs to Mr R (rather than to them), based on quotes for the repair work which Mr R should obtain.

She also said that if there were delays or other issues after that point (24 August 2023), Mr R would have to make a new complaint to Accredited so that they had a chance to resolve matters to Mr R's satisfaction.

Mr R disagreed and asked for a final decision from an ombudsman. He felt the compensation suggested didn't adequately reflect the trouble and upset he'd suffered.

Accredited also disagreed with our investigator. They thought it was fair that they should offer a cash settlement based on quotes obtained by Mr R. But they thought the compensation suggested was too high and stood by their offer of £100 in compensation for Mr R's trouble and upset.

I agreed with our investigator that this complaint should be upheld. But I disagreed about the scope of our investigation – in terms of the timeframe we could look at – and the amount of compensation Mr R should be awarded.

And for that reason, I issued a provisional decision. This allowed both Mr R and Accredited the opportunity to provide further information or evidence and/or to comment of my thinking before I make my final decision in this case.

### **My provisional decision**

In my provisional decision, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

#### *The scope of this investigation*

I'm going to start with what I think the scope of this complaint – and my decision - should be.

Our investigator said we were looking at events up to the date (24 August 2023) of Accredited's final response to Mr R's complaint (of June 2023). And anything that happened after that date would need to be the subject of a further complaint.

That's because the Financial Conduct Authority (FCA) rules which govern the way we operate – the dispute resolution (or DISP) rules – say that we can't consider a complaint unless and until the respondent business has had an opportunity to consider the complaint themselves and to attempt to bring it to a satisfactory conclusion with the complainant. Unless that respondent business consents to us doing so.

So, if any new complaint points or issues arise after the date of a business's final response to the complainant, a new complaint would have to be made – allowing the

business to look into and try to resolve those new complaint points before the complaint can be referred to our service.

Very often, that means that when considering complaint, we draw a line at the date of the business's final response and say that we can't consider any new issues arising after that point. And that's what our investigator suggested we do in this case.

I can see why our investigator thought it was appropriate to do that. And there are respectable arguments for suggesting that it's very often easier and "cleaner" to deal with things in that way. However, in this particular case, I disagree with that approach – I'll explain why.

The DISP rules say we can't look into a complaint before the business concerned has had a chance to do so themselves. Clearly, if Mr R had raised entirely new issues that had arisen after Accredited's final response in August 2023, we wouldn't be empowered by the DISP rules to look into those matters at this point.

However, I don't think Mr R has raised a new complaint or new issues after the final response he received from Accredited. His complaint essentially remains the same – and concerns exactly the same issue – the delay in getting his house repaired (in essence).

Accredited have had an opportunity to respond to that complaint. All that's shifted since then is the timeframe that we're looking at. The delay – the same issue – has essentially gone on and continued up to more or less the present date.

I'll come back to what I think the "cut off" date for this complaint should be presently. For now, let me say in conclusion that I think it's fair and reasonable – and within the rules – for us to look into Mr R's complaint beyond the date of Accredited's final response in August 2023.

This will also hopefully bring matters to a satisfactory conclusion without putting Mr R through the trouble of making a further complaint or Accredited through the trouble of responding to it – and possibly having another complaint made to us about them - when we all know precisely what the issues are already.

If either party disagrees with the approach I'm now suggesting, they can make that clear - and explain their reasoning – in their response to this provisional decision.

I'll now try to be clear about where I am in fact cutting off the scope of this investigation.

As I say the delay is on-going. The latest information from Mr R suggests that in early March 2024, he was contacted by Accredited's agent to say a new contractor had been appointed to carry out the repairs. The contractor then contacted Mr R to request a site visit.

Clearly, Accredited haven't met the original timetable they gave to Mr R, which suggested their original contractor would begin work in January 2024. I'll come back to that below, but for now, I note that Mr R said he didn't want the new contractor to attend the site given that his complaint was still with our service.

It's Mr R's prerogative if he wants to wait for this complaint to be resolved before he allows Accredited to proceed with the repairs. But it would be unfair and unreasonable for me to say that Accredited were responsible for any further delays in

getting the repairs completed after that point. There's no reason in principle why the repair work can't go ahead at the same time as we complete our investigation.

So, I'm going to take the date of the contact with Mr R from Accredited, to say the repairs by the contractor could now commence, as the end date for my consideration of the delay issue raised in Mr R's current complaint.

In response to this provisional decision, I'd be very grateful if either party – or both – could confirm what the date of that contact was. Mr R hasn't been specific about that as yet.

I'm assuming, given the timing of his communication with us, that it was in early March 2024. And that's the date I'm using to set out my scope - and the relevant timeframe for compensation for delays to be paid to Mr R.

Both parties should understand though that I may later adjust any compensation suggested below if that contact was in fact made appreciably earlier than the beginning of March 2024.

### *The delays and poor service*

The claim was made in December 2022. It was July 2023 by the time Accredited proposed a way forward with the repairs to Mr R – and it was then that they offered a cash settlement (erroneously and unfairly based on the cost of the repairs to them) or a wait until January 2024 when their contractors would be available.

So, it took around seven months for Accredited to propose how and when the repairs might be carried out.

I understand the need for asbestos testing at the property, even though it turned out asbestos wasn't present (or disturbed). And I understand that it took two to three months for the property to be dried out properly given the extent of the escape of water.

However, as Accredited themselves admitted, seven months to get to that point was not reasonable and there were unnecessary delays. These were at least in part caused by seeming confusion on the part of Accredited and/or their agents about what needed to be done, in what order, and who was responsible for each task.

It's fair to say that when Mr R contacted Accredited and/or their agents to get updates on progress and/or to press for progress, he was met face on by that confusion. He struggled to get a clear story from Accredited or their agents about what had happened, was happening or needed to happen. There appears to have been no coherent and/or remotely organised plan of action.

Given the circumstances of the claim, I don't think it would be unreasonable to suggest that it should have taken at most around four months to get the property in a state such that the repairs could begin. In fact, it took seven months. So, there are, in my view, around three months of unnecessary delay caused by Accredited's (or their agent's) errors.

The delays after that point (July 2024) are in my view entirely unnecessary and entirely Accredited's responsibility. By their own admission, they didn't find contractors able to carry out the repairs before January 2024 (and not even then, as it turned out). And their unfair and unreasonable cash settlement offer in July 2023

meant that Mr R was never going to be in a position to accept it and move on with the repairs himself.

It's clear that Accredited haven't had the claim "on hold" after the complaint came to our service. The fact they contacted Mr R in early March to propose a way forward with new contractors, when our investigation is still not complete, is proof of that. And if they had put the claim "on hold", that would have been an error and grossly unfair to Mr R.

So, the delays after July 2023 – as I say, wholly Accredited's responsibility – run through to the beginning of March 2024 (assuming that is in fact when they made contact with Mr R to suggest the new contractor take the repairs forward).

That amounts to another seven months of unnecessary delay, which are on the face of it entirely down to Accredited. If they disagree, they can tell me why in response to this provisional decision. But I will have to ask them to bear in mind that it's their responsibility to deliver what the insurance contract they have with Mr R says they will deliver – and to do so in a timely manner.

As things stand – and unless I get further information in response to this provisional decision to change my mind – I'm going to conclude that between December 2022, when the claim was made, and March 2024, Accredited are responsible for around 10 months of unnecessary delay in the resolution of Mr R's claim.

#### *Compensation and the way forward from here*

Of course, Accredited didn't cause the escape of water in Mr R's home. And given how damaging that was to the property, Mr R was always going to suffer significant trouble and upset as a result of that unfortunate event.

However, Mr R has suffered that very significant worry and concern about his home – and the inconvenience of not being able to live in it – for around ten months longer than he ought to have done, solely as a result of Accredited's errors.

Mr R has also suffered distress and inconvenience as a result of Accredited's confusion and incompetence in managing the claim. He's had to contact them far more often than he ought to have to get information about the claim.

And when he has spoken to them, they've often presented a confused and unclear picture about how they were progressing the claim (if they were progressing it at all). That must have been extremely frustrating and annoying for Mr R. As would the offer in July 2023 to cut out impending delays by means of a cash settlement that was clearly inadequate and impossible for Mr R to accept once he'd gone to the trouble of checking likely costs with local contractors.

As our website makes clear, we consider compensation awards of between £750 and £1,500 to be appropriate where the customer has experienced substantial distress, upset and worry and/or serious disruption to daily life over a sustained period, with the impact felt over many months or sometimes more than a year.

In my view, Mr R has suffered substantial distress, upset and worry – about his property remaining in a state of disrepair – and serious disruption – being unable to live in his home. And that's gone on for many months (ten in fact) longer than it should have done, solely as a result of Accredited's errors.

As things stand then, I'm minded to award compensation of £1,500 to Mr R in this case, to cover the period between the claim being made, in December 2022, and Accredited's request to move forward with the second contractor, in March 2024.

I'm also minded to agree with our investigator about how the claim should be taken forward (albeit now much later) and to direct Accredited to give Mr R the choice of either having their contractor carry out the repairs - in a timely manner - or cash settle the claim in line with the cost to Mr R of getting the agreed repairs completed.

If Mr R wishes to take up the latter option, he should provide two quotes for the work. And Accredited may then cash settle at the lower of those quotes."

## **The responses to my provisional decision**

### *Accredited's response*

Accredited responded to my provisional decision to say that they couldn't be held responsible for any delays after early March 2024, given that Mr R had refused to allow them or their contractor to move forward with the claim.

They also said they felt the suggested compensation of £1,500 was unjustified and that, to be fair and balanced, I should consider making an award of around £750 instead.

They said there were on-going issues affecting the construction industry as a whole, due to a shortage of skilled labour. And changing weather conditions have led to more issues and claims. So, lead times for contractors were inevitably longer.

### *Mr R's response*

Mr R responded at some length. He'll appreciate that I'm not going to include all of the detail here. I'll summarise the points he's raised which are relevant and significant in terms of his complaint.

He confirmed the dates he was contacted by Accredited (5 March 2024) and their contractor (7 March 2024) about the latest proposal for the necessary repairs to take place.

He says there was some confusion because Accredited said a new scope of works wasn't necessary, whereas the contractor wanted to arrange a visit to the property to decide the scope.

He also says, in effect, that Accredited should be held responsible for delays after early March (and those contacts). Because whilst he *has* indeed refused to go ahead and assist the contractor, he's more than justified in doing so because - reasonably and justifiably - he's lost any trust in Accredited getting the job done effectively and in good time.

Mr R also thinks I should therefore go beyond early March 2024 when setting the scope of my decision in this case. Although he doesn't suggest when the cut-off point should be. I assume he thinks I should consider the period up to and including the date I issue this decision.

Mr R also disagrees with my estimate of the number of months of unnecessary delays up to March 2024. I said there were about ten months of unnecessary delays.

Mr R thinks I was being overly generous to Accredited when I made the assumption that it would have been reasonable to take four months to get the house in a state where repair

work could begin – rather than the seven I said it actually took.

He says the house could have been ready for the repairs to begin in four weeks if everything had been run as well as it could be. But he allows eight weeks might be reasonable in all the circumstances.

Mr R also suggests that the house wasn't in fact ready for repairs in July 2024, as Accredited have said and my provisional decision accepted.

He's provided evidence of energy use at the property. This shows very heavy usage in August, September and October 2023. November and December 2023 also show greater usage than at other times since the house has been unoccupied after the escape of water in December 2022.

Mr R says that pattern can only be explained if the house was still being dried in the relevant period (August to December 2023). And that would contradict Accredited's assertion that the house was dry and ready for repair by July 2023 – and indeed the drying certificate issued in June 2023.

Mr R says he's broadly happy with my suggestion that, if there is to be a cash settlement here, Accredited can take the lowest of two quotes supplied by him.

However, he says Accredited haven't provide the latest scope of works as yet. And he fears that when they do so, the scope may not cover all of the necessary work. For that reason, he thinks my final decision should specify exactly what repair works Accredited should pay for.

He also thinks I should specify that Accredited should pay for a ten year warranty on any and all of those repair works. And require Accredited to provide free insurance cover on the property up until the point at which he sells it.

Mr R says he isn't happy with the settlement of his contents claim. And he wants to re-open the issues around this. I assume Mr R wants me to deal with those issues in this final decision.

Mr R also thinks the compensation award in this case should be significantly higher – and in the £5,000+ bracket.

This is because Accredited's errors in handling the claim and the unnecessary delays have significantly impacted his health and wellbeing. And in turn his family, relationships, finances and employment.

Mr R says he has been recovering from health issues since 2017 through arduous rehabilitation and careful management. And the way the claim has been handled has reversed that recovery.

He thinks that even if the claim were cash settled immediately, it would take him until 2027 at least to have the repairs completed, sell the property, move into a new home and make that to the same standard as his current property had been in before the escape of water in December 2022.

Mr R believes Accredited's errors in the handling of his case will therefore have had a sustained and severe impact on his health and wellbeing.

Mr R wants me to award what he calls "accommodation compensation" for the time he's spent out of his residence. He calculates that at market rates for similar properties, this

amounts to around £130,000 over the period in question. And he says I should ignore the £100,000 limit on alternative accommodation payments in the policy because the delays are Accredited's fault.

Mr R wants me to award compensation for the time he's spent dealing with the claim and the effort he's had to put into it. He suggests this would amount to close to £10,000.

Mr R also wants us to add interest to any amount we require Accredited to pay him.

Finally, Mr R says he's not been reimbursed by Accredited for: emergency repairs (£200); car fuel (to get to and from the property), and cleaning and waste disposal. And he says Accredited should pay him back premiums – including for extended cover - for 2022/3 and 2023/4 (£337.81).

### **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.

#### *Accredited's response*

I understand Accredited's points about issues in the construction industry and changing weather patterns.

However, I'm not sure that any of their customers would imagine that those challenges meant they might not be able to carry out repairs in response to a valid claim, where the property has been readied for repair, within (by their own estimation) six months (taking the original start date) or nine months (taking the date the second contractor contacted Mr R) or indeed 10 months or more (assuming it would have taken at least a month after first contact with Mr R for the second contractor to actually begin the works).

And I can't see any evidence that Accredited warned Mr R (or, I assume, any other customers) that any necessary repairs might take that long when he bought or renewed his policy.

So, I'm absolutely satisfied that, despite any issues in the construction industry or the climate, Mr R had a legitimate expectation that his contract of insurance with Accredited might lead to his house being repaired within a reasonable timeframe after he had his claim accepted.

So, I don't agree with Accredited that £1,500 compensation is too high for a customer who was out of his home for ten months or so longer than he might reasonably have expected to be – or who received such poor service from Accredited and/or their agents when he raised queries about the repairs and/or other matters.

#### *Mr R's response*

I'm grateful to Mr R for confirming that dates on which Accredited and their contractors made contact with him.

I understand what Mr R says about the confusion over the scope of works. That's not something that's been raised as a complaint with Accredited as yet. And it's certainly not something they've had a chance to comment on. So, I'm not going to consider that particular issue here. Mr R would be entitled to make a new complaint to Accredited about that issue if he wishes.



Mr R says Accredited are responsible for any delays after March 2024 – because he's (reasonably) lost trust in them and doesn't want them to carry out the repairs. Accredited say they shouldn't be held responsible for those delays because, in essence, it's Mr R holding things up now by refusing to deal with their contractors.

I'm not going to enter that debate now, in this decision. As I proposed in my provisional decision, I'm going to draw a line and say I'm not considering anything here beyond 5 March 2024 (when Accredited contacted Mr R to propose he speak to the second contractor).

I said in my provisional decision that I didn't think Accredited were responsible for delays after that point. I should be clearer now – in light of Mr R's comments on this issue - about what exactly I meant.

In short, the delays up to early March 2024 were attendant on two things – the delays early on in the handling and progress of the claim and the fact that Accredited couldn't find a contractor to start the works before January 2024 (initially) and then March 2024 (as it turned out).

I'm happy to take my consideration up to early March 2024 because the delays between July and March 2024 are essentially the same delay, with the same cause. Accredited have had an opportunity to comment on that delay, and why it happened.

The delay after 7 March 2024, in my view, essentially becomes a new issue. The delay isn't any longer caused by Accredited not having a contractor in place. Any delays after that point have a different cause. We can debate whether it's Mr R's intransigence or Accredited's failures leading to a (justified) loss of Mr R's trust.

The important point as far as I'm concerned, is that we haven't had that debate yet – at least not properly. The parties haven't had a chance to consider their positions in detail and provide evidence or information to support them. And we haven't had a chance to investigate the matter and/or question the parties (if we thought that was appropriate).

So, I remain of the view that I'll consider events up to 5 March 2024 and not beyond – at this point. If Mr R wishes to make another complaint about delays and/or other matters *after* 5 March 2024, he'd be entitled to do so.

It's important to set that out now because I want to be absolutely clear that I'm awarding compensation here for trouble and upset suffered by Mr R up to 5 March 2024. If there's a further complaint – and this is brought to our service - the start date for any new consideration of compensation will be absolutely clear to any investigators or ombudsmen who deal with that complaint.

Mr R's suggestion that the house might have been ready for repairs to begin within four weeks of the incident is, to be charitable, optimistic. To be fair, I think he recognises this when he says that eight weeks would have been a more comfortable target.

However, I still disagree. Given the possibility that asbestos was present and drying out had to be completed, I stand by the timeline I set out in my provisional decision. I'm not going to judge Accredited against the best possible imaginable timings. And for the reasons I've already explained, I'm satisfied that it would have been reasonable for Accredited to take up to four months to get the property ready for the repairs to start.

I understand Mr R's submissions about the energy usage in his property. And it would be very concerning if Accredited had indeed misrepresented the time at which the property was dried and ready for repairs to begin.

However, that is a completely new complaint issue and Accredited haven't had any opportunity to respond to it. Mr R can raise it as a new complaint with them if he wishes. But in terms of my consideration here – particularly around the extent of the delays – it makes no difference.

I've already concluded that Accredited are wholly responsible for any delays from July 2023 onwards (up until March 2024). Whether they're wholly responsible *because* the property was dry but they couldn't get contractors or *because* it wasn't dry in July 2023 but was by the time the contractors were due to begin, is neither here nor there in terms of the impact on Mr R.

I appreciate Mr R telling us he's happy to take a cash settlement at the lowest of two quotes that he'll provide to Accredited.

I agree that quote should be for the repairs specified in an agreed scope of works. I hope Mr R will understand that it's not for me to set out what the scope of works should cover. I'm not a loss adjuster or a surveyor. It's not my role to determine technical specifications of works to be carried out.

As Mr R has said, Accredited had a scope of works in place before they engaged their second contractor (even if that contractor wanted to visit the property again to re-draft that scope).

I suggest that would be the starting point for any further discussions between Mr R and Accredited. If Mr R wants to suggest that works are added to that scope, I'm sure Accredited will consider his representations. And I certainly wouldn't expect anything to be removed from that scope.

As I'm sure Mr R will appreciate, ours is a quick and informal dispute resolution service. It's not part of our role to "referee" on-going claims discussions or debates between an insurer and their customer.

I'm not going to ask Accredited to pay for a 10-year warranty on works undertaken by the contractor Mr R chooses to engage. The idea of insurance is to indemnify the customer, so that when an insured event occurs, they're put back in the position they were in beforehand. Providing an extended warranty for works Accredited would have no part in commissioning would go beyond properly indemnifying Mr R for his losses.

Nor am I going to ask Accredited to provide free insurance for Mr R for an unspecified period, as he's suggested. Or indeed for any period. I can't see any justification in doing so.

And given that Mr R has made a substantial claim on his existing policy - and so has clearly benefitted from it – I'm not going to ask Accredited to return his premiums for 2022/3 or 2023/4 either.

In his response, Mr R also raises a number of issues that I can't see have been raised before. Either in Mr R's complaint to Accredited – which appears to have been solely about delays and poor service – or in his original complaint to us.

It's not reasonable for Mr R to make a complaint to us about specific issues, wait until we've completed our investigation and come to a (provisional) conclusion and then, in response to that provisional conclusion, throw in additional errors that he alleges Accredited have made.

Nor is it permissible for us to look into those issues under the DISP rules, the relevant parts of which are described in my provisional decision.

Mr R has made no complaint - before his response to my provisional decision – about any of the following:

- Accredited's alleged failure to provide alternative accommodation and/or a disturbance allowance during the time of his claim;
- Accredited's alleged failure to reimburse him for emergency repairs;
- Accredited's alleged failure to reimburse him for car fuel, cleaning or waste disposal costs.

If Mr R wishes to complain to Accredited about those matters, he'd be entitled to do so - and then to bring that complaint to us if he's not satisfied with Accredited's response.

The same goes for Mr R's dissatisfaction with his contents' settlement. I know he'd had a number of discussions with Accredited about this before he brought his complaint to us. And I know there were times when he wasn't happy with what Accredited were proposing.

However, it appears he had come to an agreement with Accredited at one point. I can't see that he raised any issues about the contents part of his claim in his complaint to Accredited – it certainly wasn't covered in their final response to him. And he didn't raise it with us. Which means we haven't investigated those issues and I'm in no position now to consider them as part of this decision.

I understand Mr R's points about the effect the delays in his claim have had on him and about the time he's spent dealing with the claim and chasing Accredited and/or their agents for progress.

As he says he's aware, we don't award compensation based on time spent dealing with claims. There is always a need to spend *some* time on a claim in any case. There is the *added* time Mr R spent on the claim due to Accredited's failings – which was reflected in the compensation I suggested in my provisional decision. And there is time Mr R has spent on these matters as a matter of personal choice, which may not have been entirely necessary to bring things to a satisfactory conclusion.

As regards the impact this whole series of events has had on Mr R's health and wellbeing, he has my sympathy. I understand entirely that these things can be very stressful, worrying and impactful.

But I also have to consider that Mr R – by his own account – had health problems before the escape of water at his home. And they weren't caused by Accredited.

Similarly, the escape of water would have had an impact on Mr R whether or not Accredited dealt with the claim in an effective and timely manner or not. Mr R's property was seriously damaged by the event in question – and again, Accredited bear no responsibility for that.

So, what I have to consider here is the *additional* impact on Mr R caused solely by Accredited's errors and delays. That amounts to an additional delay of around ten months. And some seriously poor service provided to Mr R during the period of his claim.

Bearing in mind the approach to compensation set out on our website, I'm satisfied that the £1,500 I suggested in my provisional decision is fair and reasonable compensation for the additional trouble and upset experienced by Mr R which resulted from Accredited's errors.

We add interest to the payments we require businesses to make to complainants where they

(the complainants) have, in effect, been deprived of that money for a period of time and might otherwise have put it to other uses. For example, where a policyholder has paid in advance for repairs an insurer much later accepts responsibility for.

That doesn't apply to the compensation award I'm requiring Accredited to make in this case. Nor would it apply to any cash settlement they make in response to the contractors' quotes provided by Mr R, which will reflect the current cost of the required works.

I've considered the responses to my provisional decision provided by both Mr R and Accredited. And I thank them both for letting me know their thoughts.

### **Putting things right**

I've considered the responses to my provisional decision provided by both Mr R and Accredited. And I thank them both for letting me know their thoughts.

I've considered the comments and information provided very carefully. However, I haven't been given any cause to change my mind about the outcome of this case, which will remain as set out in my provisional decision.

### **My final decision**

For the reasons set out above and in my provisional decision, I uphold Mr R's complaint.

Accredited Insurance (Europe) Ltd must:

- pay Mr R £1,500 in compensation for his trouble and upset, to cover the period between the claim being made in December 2022 and Accredited's request to move forward with the second contractor, in early March 2024; and
- give Mr R the choice of either having their contractor carry out the repairs - in a timely manner - or cash settle the claim in line with the cost to Mr R of getting the agreed repairs completed (once Mr R has provided two quotes for the work).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 5 June 2024.

Neil Marshall  
**Ombudsman**