

## **The complaint**

Mr B has complained about the way HDI Global Speciality SE and its agents handled a claim under his Landlord - Residential insurance policy.

HDI is the underwriter (insurer) of this policy. Much of this complaint concerns the actions of its appointed agents. As HDI accepts it is accountable for the actions of its agents, in my decision, any reference to HDI should be interpreted as also covering the actions of its appointed agents.

## **What happened**

The background to this complaint is well known to Mr B and HDI. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

## **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 with the conclusions reached by the investigator for these reasons:

- I consider the majority of the claim progressed within reasonable timescales. There was a delay due to issues with arranging alternative accommodation for Mr B's tenant, but this wasn't due to anything HDI did wrong.
- I think HDI's requests for Mr B to provide information and some quotations was reasonable, as it is for a policyholder to co-operate and support their claim as needed. This is provided what they are being asked to do is reasonable; which I think it was in Mr B's case.
- I do however agree there were some communication issues and Mr B wasn't kept as well informed by HDI as he should have been. And I think this did cause him distress and inconvenience. This is because, as the landlord he had to liaise with HDI, and this wasn't easy at times. So, I agree with our investigator that HDI should pay him £150 in compensation for the distress and inconvenience this caused him.
- There were some snagging issues with the work carried out by HDI's contractor. But, I don't think everything Mr B has suggested went wrong was down to them. Some things were simply not due to the leak or the work carried out by HDI's contractor. And anything that was due to its contractor, HDI made sure was addressed one way or another.
- HDI offered to cover the cost of the tenants' food that was damaged as a result of their freezer being unplugged. So, it acted reasonably in response to this issue.
- I am satisfied HDI did what it needed to do to explore recovery of Mr B's excess and its outlay from the owner of the flat above his. It became clear recovery was not going to be possible. And I think HDI acted reasonably in this regard.
- I can't comment on the fact Mr B's premiums went up as a result of the claim. Generally, what premium to charge is a commercial decision by an insurer and is based on a number of factors. Although, it is something we can consider a complaint about. But, I can't see Mr B has ever raised this issue with HDI and he needs to do this before we can consider a complaint about it.

### **Putting things right**

For the reasons set out above, I've decided to uphold Mr B's complaint and make HDI pay him £150 in compensation for distress and inconvenience.

### **My final decision**

I uphold Mr B's complaint about HDI Global Speciality SE and order it to do what I've set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 17 January 2024.

Robert Short  
**Ombudsman**