

## **The complaint**

Ms L complains about how MS Amlin Insurance SE handled her claim on her property insurance policy.

## **What happened**

Ms L owns a flat that she rents out to tenants. She has insurance for the flat that's underwritten by MS Amlin. In November 2022 she made a claim after there was a water leak from the flat above hers, that caused damage to her property.

MS Amlin accepted the claim and appointed a loss adjuster to assess it. However it took some time for it to arrange for the claim to progress and for repairs to begin. By January 2023 repairs still hadn't started and Ms L made a complaint. She also didn't think it was fair that MS Amlin were charging three excesses for the claim.

MS Amlin upheld her complaint and accepted it had caused delays and provided poor service at times. It offered £250 compensation to apologise. However it continued to request three excesses before work could begin.

Ms L didn't think the compensation was enough and was frustrated that the repairs still hadn't started. So she brought her complaint to this service.

After the complaint came to us, MS Amlin confirmed that it had agreed with its loss adjuster that only one excess should be charged. So it said it wouldn't be collecting three.

Our investigator considered all the issues and didn't recommend the complaint be upheld. He said he agreed only one excess should be charged but as MS Amlin had confirmed this is what it had agreed he thought this was fair. And he thought the compensation was fair in the circumstances.

Ms L didn't agree as she thought MS Amlin had caused her and her tenants considerable distress and inconvenience by delaying the claim. And its loss adjuster had continued to request three excesses which had delayed matters further. She asked for the complaint to be reviewed by an ombudsman.

## **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.

From looking at the correspondence and claim notes provided, I agree MS Amlin has provided poor service throughout this complaint. There are a number of instances when there has been no progress on the claim for many weeks and action has only been taken after Ms L has chased it. For example while the loss adjuster's report was received in January 2023, no action was taken with it until around six weeks later. And I can see no reason for this delay.

Further, while MS Amlin has said that it agreed to charge only one excess, its contractor has

continued to request three from Ms L and this has led to further delays to the work commencing. So I agree that MS Amlin has caused delays to the claim that could have been avoided.

I've considered the impact this has had on Ms L. She's had to continually chase MS Amlin and its contractors which would have been inconvenient. And her tenants have had to live in a flat with dehumidifiers and water damage for around six months. And while I can't consider the impact on the tenants themselves, it would have been distressing for Ms L to hear about this.

Based on this I think the £250 compensation already offered by MS Amlin is fair and is in line with what I would have recommended it pay if it hadn't made an offer. I understand Ms L doesn't think this is enough to make up for the distress and inconvenience she's been caused. And I want to reassure her that in agreeing with MS Amlin's offer, I am not saying that I don't think it got anything wrong. But just that its offer is in line with this service's approach to other similar circumstances, so I think it's done enough to put things right.

Finally, I note that MS Amlin has now said it will only charge one excess in relation to this claim. However I can see there has been ongoing confusion regarding this, as its loss adjuster has continued to request three. I want to make clear that I am assessing this complaint based on its assurance that it will only charge one excess, as I think all the damage to be fairly considered part of one claim. I therefore expect MS Amlin to now proceed promptly with the necessary repairs and only collect one excess, if it hasn't done so already.

### **My final decision**

For the reasons I've given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 25 August 2023.

Sophie Goodyear  
**Ombudsman**