

The complaint

Miss B complains that Accelerant Insurance Europe SA/NV (Accelerant) has declined to dry out her property or test the air quality following an escape of water, under her home buildings insurance policy.

Any reference to Accelerant includes its agents.

What happened

In June 2022 Miss B contacted Accelerant to report water entering her home from the flat above. She says Accelerant has since refused to dry out her property. It's also refused to conduct an air quality test. She says her home is contaminated and that black mould is growing. Miss B says she has health concerns, and these issues are making things worse.

Miss B says she's unhappy with the standard of service throughout her claim. As well as the quality of the hotels she was offered as alternative accommodation.

In its final complaint response Accelerant says it arranged for Miss B to stay in a high-end hotel on the evening she reported the escape of water. It says this was an exception and wouldn't usually be agreed. It says it didn't contact Miss B in a timely manner when the booking ended. This meant she was left sitting in the hotel reception.

Accelerant says that throughout Miss B's claim it offered appropriate hotel accommodation. But it agreed to pay her £50 compensation for the distress it caused when not contacting her after the initial booking period ended.

Miss B wasn't satisfied with Accelerant's response and referred her complaint to our service.

Our investigator didn't uphold her complaint. He says the contractor sent to inspect Miss B's property reported it was dry. He says a small amount of mould was found in the bathroom. But it hadn't been shown that this was linked to the escape of water Miss B reported. He says no evidence had been provided to support Miss B's claim about the effect on her health due to poor air quality.

Our investigator identified some issues in the business appointing alternative accommodation for Miss B. But he felt the £50 compensation Accelerant offered was fair. He added that the business had made exceptions to the usual policy limits by covering the cost of luxury accommodation.

Miss B didn't agree with our investigator's findings and asked for an ombudsman to consider her complaint.

It has been passed to me to decide.

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'm not upholding Miss B's complaint. Let me explain.

Accelerant issued its final complaint response on 16 June 2022. This dealt with Miss B's concerns about alternative accommodation. We asked the business if it had also dealt with the air quality and drying issues as part of Miss B's complaint. As this wasn't mentioned in its complaint response. It pointed to a later letter dated 27 June 2022 in which it references these issues.

Under the Financial Conduct Authority (FCA) dispute resolution, or DISP rules, our service can only consider a complaint once it's been referred to the business. Accelerant has provided a response to these issues and hasn't disputed these points being considered as part of my decision. Because of this it means I'm able to consider these issues here.

I can see that Accelerant arranged for a drying specialist to inspect Miss B's property after she made her claim. Its report is dated 20 June 2022. The report says:

"Moisture readings taken at the time of our inspection indicate that all previously affected materials are currently dry... A visual inspection confirmed that a small amount of microbial growth is present within the toilet on one wall... At this stage no assisted drying is necessary..."

The drying specialist does recommend testing of the "*microbial growth*" to see if any further action is needed. However, the loss adjustor assigned to Miss B's claim didn't think this was necessary. The loss adjustor's view is that the damage to the property wasn't recent. This followed an inspection and interview with Miss B on 22 June 2022. The report provided refers to previous water damage claims that date back to 2019, following which repairs hadn't been completed.

The loss adjustor refers to Miss B's demands for high end alternative accommodation. It says suitable hotels were offered but these were rejected.

Based on this evidence there was no requirement for drying work at Miss B's property. I haven't seen evidence that links the bathroom mould to the escape of water claim from June 2022. Rather the indication is that this mould is unrelated to the claim. In its letter dated 27 June Accelerant reiterates that the mould isn't connected to Miss B's most recent claim, suggesting it's more likely the mould is due to historic issues.

I've thought carefully about whether Accredited should have arranged for air quality testing and made provisions for drying work. But the evidence doesn't support this. I'm not persuaded by Miss B's comments or her evidence that her June 2022 claim has left her property requiring drying work, or that it caused mould growth.

This means there is no requirement for Accelerant to conduct testing, as any possible air quality issue isn't linked to Miss B's claim. I've read the medical records she provided. But as discussed the inspection findings revealed no link between Miss B's claim and the small amount of mould that was found on one wall in her toilet.

I've thought about Miss B's comments that she received a poor standard of service, and the hotel accommodation she was offered wasn't reasonable.

Miss B's policy terms say:

"Loss of rent and cost of Alternative Accommodation:

We will pay loss of rent and reasonable costs of comparable accommodation (including storage of contents and the cost of accommodation of domestic pets where not more specifically insured) incurred by you or the resident of the buildings during the period necessary to restore the buildings to a habitable condition if the buildings are rendered uninhabitable due to any loss or damage caused by perils 1 to 13 of this section."

I've seen the invoices and claim records relating to the accommodation Miss B was offered. The records show efforts were made to locate a suitable self-catering property. Miss B was accommodated in her choice of high-end hotel for some of the period she wasn't staying at home. I can see that Miss B wasn't satisfied with some of the other hotels that were arranged for her. But based on the evidence I've seen, including receipts from the hotels Miss B stayed at, the standard of hotel appears reasonable.

Hotel accommodation isn't self-catering, and therefore not strictly comparable with Miss B's property. But accommodation was provided in addition to a meal allowance. I don't think Miss B's policy provides for the luxury hotel rooms she was initially placed in. I think it was reasonable that Accelerant agreed to this accommodation, for reasons of expediency and to accommodate the health issues she described. But I don't agree that it acted unfairly when subsequently arranging less expensive hotel rooms.

I've not seen anything in the claim records that shows Miss B was provided with a poor standard of service. The records show that Accredited's agents made reasonable efforts to accommodate Miss B's requirements. This included arranging high end hotel accommodation, outside of the policy requirements. The business acknowledges one instance when Miss B had to wait in a hotel lobby for a period. It paid her £50 compensation for the inconvenience this caused. I think this was fair. But I haven't otherwise seen evidence that shows a poor standard of service was provided.

Having considered all of this, I don't think Accredited treated Miss B unfairly when it declined to arrange drying works, or to test the air quality in her property. I think it behaved reasonably, and in line with its policy terms and conditions with respect to the alternative accommodation it arranged. There was a communication issue when Miss B had to wait in a hotel lobby, but Accredited did enough to put this right with an apology and its offer of £50 compensation. So, I can't fairly ask the business to do anymore to resolve Miss B's complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 19 December 2023.

Mike Waldron
Ombudsman