

The complaint

Mr and Mrs R complain Accredited Insurance (Europe) Ltd (Accredited Insurance) unfairly declined to settle their claim on their home insurance policy.

References to Mr R or Mrs R, will include the other.

Accredited Insurance are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Accredited Insurance have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Accredited Insurance includes the actions of the intermediary.

What happened

In January 2024 water came into the kitchen of Mr and Mrs R's home through the sink plug hole which caused a flood. Mr R called in a local drainage company who identified an outside pipe had been punctured by roots entering the collar of a pipe joint causing it to break. Mr R organised for the drainage company to replace the pipe the next day.

Mr R made a claim on his home insurance policy.

Accredited Insurance declined to settle the claim. It said it was not covered under the terms of the policy. It said there was no evidence of accidental damage and the damage from the roots entering the pipe was gradual deterioration, which was excluded under the terms of the policy.

Because Mr R was not happy with Accredited Insurance, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said they were satisfied Accredited Insurance had given proper consideration to the claim and that the gradual growth of the root into the exposed joint of the pipe wasn't an event covered under the terms of the policy. And it could not be considered a sudden event to meet the definition of the policy

As Mr R is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

Mr R said that Accredited Insurance did not come out and complete a physical inspection of the pipe, however the investigation and repair work had already been completed prior to him making the claim on his insurance policy. I don't think a physical inspection could have added anything further to the investigations in this case because it is not in dispute that there was damage to the pipe caused by roots entering it.

Accredited Insurance said it used the images supplied by Mr R, the invoice from the drainage company and Mr R's claim testimony to come to its decision. It concluded there was no evidence of accidental damage. The roots entering the pipe through joints was due to gradual deterioration and this was not covered under the terms of Mr R's home insurance policy.

I looked at the terms and conditions of the policy. It says;

"Accidental damage

Sudden, unexpected and physical damage which:

i. happens at a specific time; and

ii. was not deliberate; and

iii. was caused by something external and identifiable."

It also includes the following;

"Accidental damage to mains services

We will pay the costs of repairing accidental damage to underground pipes, tanks, cables and services (including their inspection covers) that reach from the buildings to the public supply and septic tanks, which you are legally responsible for.

We don't cover:

a. loss or damage due to wear and tear or gradual deterioration;

b. loss or damage caused by gradual deterioration which means an installation has reached the end of its useful life;

c. cleaning blocked drains or sewer pipes unless the blockage is caused by damage to the drains themselves; "

Mr R said when Accredited Insurance called him to decline his claim it told him the damage was *wear and tear* and he disputed this. However, the report prepared by Accredited Insurance doesn't reference wear and tear. It concludes the pipework was broken due to the roots and the cause of damage is believed to be *gradual deterioration* and there is no evidence of accidental damage.

I am inclined to agree that the damage is not specifically *wear and tear*, but I am persuaded the damage is a result of gradual deterioration and therefore is excluded as per the policy terms and conditions.

Mr R said the claim meets the criteria of accidental damage. He said it happened at a specific time and this was when the kitchen flooded. I saw water came into his kitchen over a period of several days after heavy rain. I have not seen any evidence that Mr R made a claim for accidental damage to his kitchen. Mr R's claim is for the damage to the pipe in the garden.

In this case the flood in the kitchen was as a result of the damage to the pipe in the garden. I recognise Mr R said heavy rain caused the root that was in the pipe joint to swell, cracking the pipe, but roots had entered gradually over a period of time rather than as a sudden or unexpected event. I am therefore satisfied the damage found wasn't as a result of accidental damage.

I recognise this matter has caused Mr R distress and he had to pay the cost of the repairs to the pipe from his own funds. I'm sorry my decision will be disappointing to him, however after considering the evidence provided I think Accredited Insurance acted fairly in declining his claim under the terms and conditions of the policy.

Therefore, I don't uphold Mr and Mrs R's complaint and don't require Accredited Insurance to do anything further in this case.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Mrs R to accept or reject my decision before 1 January 2025.

Sally-Ann Harding
Ombudsman