

The complaint

Miss D complains that Accredited Insurance (Europe) Ltd unfairly declined a claim she made under her home insurance policy.

Accredited is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As Accredited has accepted it is accountable for the actions of the agents, in my decision, any reference to Accredited includes the actions of the agents.

What happened

In January 2024, Miss D made a claim under her home insurance policy with Accredited because her kitchen sink was blocked, and plumbers had concluded the issue lay underground. Accredited asked her to seek a professional opinion of a plumber. So, Miss D arranged for another plumber to attend and provided the invoice to Accredited.

The plumber wasn't able to establish what was causing the problem, so Accredited instructed engineers to attend the property. The engineers weren't able to establish the cause of damage and suggested the possibility of the pipework being blocked with fat / grease.

Accredited then arranged for a surveyor to attend who concluded there was no cover under the policy.

Miss D arranged for an engineer from another company to attend in early March. The engineer wasn't able to unblock the sink or establish what was causing the blockage. He suggested the issue might be caused by compacted caustic soda or possibly a buried gully. Miss D sent the engineer's report to Accredited but it didn't take any further action. So, she raised a complaint.

Accredited said there were two separate aspects to Miss D's claim, and it had been considered under both the escape of water section and accidental damage to mains services section of her policy.

Accredited said the blockage element of Miss D's claim had been declined as there was no evidence of any accidental damage and the unblocking of the pipe itself was not covered under her policy. It said there wasn't any evidence of water damage to Miss D's flooring, so this was also not covered.

Miss D remained unhappy and asked our service to consider the matter. Our investigator didn't think Miss D's complaint should be upheld. She thought Accredited had fairly declined her claim, in line with the policy's terms and conditions.

Miss D disagreed with our investigator's outcome. She said the issue relating to the claim was not an escape of water but a blocked pipe that had caused the sink to block. It was a sudden blockage, but the water had been draining more slowly in the few months running up to the complete blockage.

Miss D said she'd recently had a building company remove the flooring and create an access hole in the internal wall to investigate fully. They found a long blockage or debris in the underground pipes within the hallway of the property which they removed. She had paid their bill to clear this and restore the house.

Miss D referred to some information and a case study on our website which she felt supported that Accredited should accept her claim.

Accredited said it would be willing to reimburse Miss D £180 she had paid for a plumber's report before it had attempted to validate the claim. It offered to pay interest on this as well as compensation for missing it out from its investigation, bringing the total amount to £250.

Our investigator asked Miss D if she wished to accept Accredited's offer, but Miss D didn't think this was enough to put things right. She said she'd ended up having 9 plumbers and drain clearers attend at a cost of nearly £1,000. The work was finally completed by a general builder's company who needed to lift her floor and create an access hole in a wall. The cost of that work was £1,200.

Miss D also commented that Accredited had increased her premium significantly at renewal despite turning down her claim.

As Miss D disagrees with our investigator's outcome, her complaint 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've decided to uphold Miss D's complaint in part. I'll explain why.

Miss D has commented that her premium increased significantly from last year despite her claim being turned down. However, I can't see that she raised this concern in her complaint to Accredited and it isn't mentioned in its response. So, I haven't been able to consider this in my decision. Our service may be able to consider this matter as a separate complaint, but Miss D would first need to raise this with Accredited and give it the opportunity to respond.

The policy's terms and conditions say:

"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.

"X We don't cover: ...

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

"Accidental damage" is defined as:

"Sudden, unexpected and physical damage which:

1. happens at a specific time; and

2. *was not deliberate; and*
3. *was caused by something external and identifiable."*

Accredited says Miss D's claim was declined because there was no evidence of any accidental damage to the mains services of her property.

Miss D says the plumber who attended in late January hadn't been able to find the blockage and had concluded that it could only be under the floor due to pipes running under the kitchen island and into the floor towards the hallway.

Accredited instructed its suppliers to carry out further investigations and their engineers attended Miss D's property in February. Their report says:

"Upon inspection, (the engineers) observed that the kitchen sink was holding water, and the waste pipe was leading into the floor under the kitchen units. Notably, the kitchen sink is situated in the middle of the room, which complicates access. They proceeded to inspect the exterior and identified two manhole covers. Using a CCTV unit, they attempted to trace the kitchen sink line but was unable to locate its outlet. A blind junction in the main foul line hindered further progress, as it appeared to lead to a soil pipe servicing both the downstairs and upstairs toilets. However, due to limited visibility, they couldn't confirm if the kitchen waste pipe connects to this soil pipe."

The report says the cause of damage and detail of damage were unknown. It also says:

"No signs of above ground accidental damage to cause the sink to block. Should further investigations be required the flooring would need to be lifted by enablers to access the pipework from the sink to the soil vent pipe, unable to CCTV this size of pipe. Possibility of pipework blocked with fats/grease."

Accredited then arranged for a surveyor to attend who informed Miss D that her claim was declined.

Miss D arranged for an engineer from another company to carry out an investigation, but he wasn't able to establish the cause of the blockage either.

When Miss D brought her complaint to our service, the cause of the issue with the drainage hadn't been established. However, I understand from what Miss D has said, that the issue has now been resolved after she arranged for a building company to remove the flooring and create an access hole in the internal wall to investigate fully.

Miss D has told us that the building company *"found a long blockage or debris in the underground pipes within the hallway of the property which they removed."*

I think it's clear from the policy wording that Accredited only covers the cost of repairing accidental damage to underground pipes in the event that the pipework itself is physically damaged. It only covers the cost of cleaning a blockage if it is caused by damage to the drains themselves.

Miss D has referred to guidance on our website which says it's unusual for policies not to provide cover for underground pipes and this should be highlighted. It says that if cover isn't provided and the exclusion isn't appropriately highlighted, it might be fair for the insurer to consider the claim. However, this is a different scenario to Miss D's case because her policy with Accredited *does* provide some cover for damage to underground pipes. While the cover is restricted to situations where there is physical damage to the pipes themselves, this isn't the same as not providing any cover at all. And I'm not persuaded that excluding cover for

blockages where there is no physical damage to the drains is significant or unusual. So, I don't think this needed to be highlighted at the point of sale.

Miss D has also referred to a case study on our website which she says almost entirely mirrors hers. However, in the case study "*accidental damage*" wasn't defined in the policy's terms and conditions and the business had relied on a gradual damage exclusion to decline the claim. This was a different situation to Miss D's case where Accredited has defined "*accidental damage*" as being "*physical damage*" and the policy has a specific exclusion for blockages without physical damage to the drains.

I haven't seen anything to suggest that the blockage to Miss D's pipes was caused by physical damage to the pipework itself. So, I think Accredited has declined her claim fairly, in line with the policy's terms and conditions.

If Miss D is able to provide evidence from the building company who resolved the issue that shows there was physical damage to the pipework itself, I suggest she provide this to Accredited and ask it to reconsider her claim.

Accredited has offered to reimburse Miss D for the cost of the plumber's report from before it attempted to validate her claim, which was £180. It's offered to increase this to £250 to compensate her for missing this out from its investigation. I think this is reasonable to resolve Miss D's complaint.

I appreciate my answer will be disappointing for Miss D who has spent a significant amount of money on the investigation and rectification of her drainage issue. However, it wouldn't be reasonable for me to tell Accredited to cover these costs when the damage doesn't appear to be covered under the policy.

Putting things right

Accredited should pay Miss D the £250 it's offered her in relation to the plumber's report if it has not already done so.

My final decision

For the reasons I've explained, I uphold Miss D's complaint and direct Accredited Insurance (Europe) Ltd to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 26 August 2024.

Anne Muscroft
Ombudsman