

The complaint

Mrs C has complained about the way Accredited Insurance (Europe) Ltd handled a claim she made under her home insurance policy.

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.

Our investigator thought Accredited had taken reasonable steps to put things right. I agree, and for the same reasons, so I don't think there's a benefit for me to go over everything again in detail. Instead, I'll summarise the main points:

- Mrs C got in touch with Accredited about damage caused by a water leak.
- Under the home emergency section of the policy, Accredited arranged for a contractor to inspect the leak. There were various delays and communication problems. A contractor attended but was unable to complete the repair. A few weeks later, with the leak continuing, Mrs C turned to a private contractor who repaired it for £190. Accredited reimbursed Mrs C this sum. It also conceded there had been poor service and offered £150 compensation.
- Under the buildings section of the policy, Accredited arranged for a surveyor to inspect the water damage. They said it had been a long term leak given the extent of mould damage they saw. Accredited said this meant the claim was declined because gradual deterioration and/or damage caused by a gradual water leak wasn't covered by the policy. It accepted there had been a delay considering the claim and offered £200 compensation.
- Mrs C accepted there was mould in the bathroom, but she said this was due to other causes – condensation from the shower and a lack of ventilation. And the water leak was at the other end of the room, unrelated to the mould.
- Whilst I haven't seen any professional opinion to support what Mrs C has said, I can see her point that much of the mould damage appears to be remote from the water leak and was unlikely to have been caused by the leak – so it's not relevant to the claim. But I can also see significant mould damage in the area of the leak too. And I haven't seen any evidence to suggest this was likely to have arisen since Mrs C reported the leak, as a result of the delay repairing the leak, or for any other reasons.
- The only professional opinion I've seen says the leak, and the damage it caused, was long term. The report isn't extensive, but it's strongly supported by the photos. And there's no evidence to challenge it. So I'm satisfied the leak was likely to have been gradual – and that means the damage it caused isn't covered by the policy.
- In some circumstances I might not find it fair for the policy to be applied so literally. For example, if the policyholder couldn't reasonably have been aware of the damage

until they discovered it because, say, the leak was concealed from view underneath a bath or within a wall. But here, the photos indicate much of the water damage would likely have been evident on external surfaces, so I think Mrs C could reasonably have been aware of it sooner. As a result, I'm satisfied it would be fair for Accredited to rely on the policy term and decline the claim for the water damage.

- It's not in question that Accredited's service fell short. It's accepted there were missed appointments, avoidable delays – having the leak repaired and then considering the water damage claim – and it didn't always communicate clearly and promptly. That would likely have been inconvenient, frustrating, and distressing for most policyholders. But I can appreciate why it would likely have had a greater impact on Mrs C in her circumstances, particularly given her daughter's needs. However, I haven't seen any evidence to show Accredited's poor service was responsible for causing any medical problems.
- In these circumstances, I think it was right for Accredited to recognise it had let Mrs C down and offer compensation. I'm satisfied its total offer of £350 is reasonable.

My final decision

I uphold this complaint.

I require Accredited Insurance (Europe) Ltd to pay a total of £350 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 9 October 2024.

James Neville
Ombudsman