

The complaint

Miss C and Mr M complaint that Accredited Insurance (Europe) Ltd unfairly declined a claim they made on their home insurance policy.

Reference to Accredited includes its agents.

What happened

Miss C and Mr M hold a home insurance policy with Accredited. They say they suffered a blockage so made a claim to Accredited for the damage caused to their underground pipes.

Ultimately Accredited declined the claim. It said Miss C and Mr M were covered for accidental damage to their underground pipes, and from what it had seen, there was no evidence of accidental damage.

Miss C and Mr M didn't think this was fair and complained. They said the blockage to them was sudden and unexpected so should fairly be deemed accidental damage.

Accredited didn't change its stance, so Miss C and Mr M brought their complaint to us. It did offer to reimburse them the cost of a drainage report they had carried out.

One of our Investigators didn't recommend it be upheld. They thought Accredited's decline of the claim was reasonable, based on the evidence and the policy terms.

Miss C and Mr M accepted the refund of the report, but they didn't accept the claim was declined fairly and asked for an Ombudsman's decision.

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 this complaint. I'll explain why.

I've reviewed everything that I've been sent, but in line with this Service's role, I'll not be commenting on every argument or piece of evidence provided. Rather, I'll comment on what I consider to be key to the dispute.

- Miss C and Mr M's policy covers them for accidental damage to their underground pipes.
- Accidental damage is defined in the policy as: *"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"*
- In order for Miss C and Mr M's claim to be covered, the damage needs to meet that definition. Accredited says it doesn't, and I'm satisfied that's reasonable.

- I accept that to Miss C and Mr M, the damage was sudden and unexpected. But from what I've seen, the report doesn't clearly state when it happened, or identify the cause of it. I've seen that the report notes root infiltration, but it doesn't clearly state whether the roots caused the damage or whether they grew into where damage already featured. Accredited argues the latter, based on the thickness of the roots, and I'm satisfied that's reasonable. I've not been provided anything persuasive to say otherwise.
- The fact that the report outlines root ingress and work needing to be carried out in a number of places points to the damage not happening at a specific time. Accredited says it's highly unlikely all the damage reported occurred at the same time, which means more likely than not it happened gradually over time. I'm satisfied that's a reasonable conclusion.
- This means unfortunately for Miss C and Mr M, the work required isn't something their policy provides cover for – because it doesn't meet the definition of accidental damage as set out in the policy. Because there's no identifiable cause, and it's more likely than not that the issues with the pipes occurred over time.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C and Mr M to accept or reject my decision before 7 March 2025.

Joe Thornley
Ombudsman