

## The complaint

Mr and Mrs N complain Accredited Insurance (Europe) Ltd didn't handle a claim against their home insurance policy fairly.

## What happened

The details of this complaint are well-known to both parties, so I won't repeat them here. Instead, I will focus on the reasons for my 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.

Mr and Mrs N had a home insurance policy with Accredited which ran from 8 January 2023 to 24 January 2024. They had arranged for a new insurer ("Insurer B") to provide cover from 25 January 2024.

When they returned home from a holiday on 27 January 2024, they discovered an escape of water. Claims were made against both insurers, with each taking some action. But both ultimately said the claim was the responsibility of the other. This was because, in brief:

- Accredited said the date the escape of water occurred couldn't be identified, and so the date of notification should be used, meaning insurer B is responsible.
- Insurer B said there was evidence the escape of water started on or before 19 January 2024, meaning Accredited is responsible.

Like the Investigator, I find it's more likely than not the escape of water occurred on or before 19 January 2024. I say this because the weather data shows as follows:

date	temp min	temp max
14/01/2024	1	5
15/01/2024	-2.2	2.1
16/01/2024	-2.5	4.2
17/01/2024	-0.1	1.4
18/01/2024	-5.4	3.3
19/01/2024	-2.9	4.8
20/01/2024	1.8	6
21/01/2024	2.9	11.9
22/01/2024	7.8	9.5
23/01/2024	3.7	13.5
24/01/2024	9.6	10.8
25/01/2024	2.2	11.4
26/01/2024	6.9	8.4

27/01/2024	4.2	9.2
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The escape of water was the result of a burst pipe. The most likely cause of this was the water in the pipe freezing, expanding causing the pipe to rupture, and then thawing, allowing it to escape through the break. Based on the weather data, this must have happened on or before 19 January 2024 because temperatures didn't reach sub-zero again before Mr and Mrs N returned home and discovered the escape of water.

Additionally, I've seen electricity records which show no usage following 18 January 2024, suggesting the electrics tripped. While there can be various reasons for electrics tripping, an escape of water is a common one, and it would in my view be a significant coincidence if the escape of water and the tripping of the electrics were not linked.

When an escape of water occurs, damage usually continues as more water escapes. So it's likely damage was caused from on or around 19 January 2024 to when the water was capped on 27 January 2024. Damage was therefore caused while Accredited and Insurer B were on risk.

As I'm satisfied it's more likely than not that the damage started while Accredited was on risk, that it was significant enough to trip the electrics, and happened for a longer duration than when Insurer B was on risk, it follows I find Accredited should take the lead on this claim.

Accredited may be able seek a contribution towards costs from Insurer B, but that is a matter between them and should not impact Mr and Mrs N.

I find Mr and Mrs N have been caused a great deal of distress and inconvenience by Accredited not taking responsibility for the claim sooner. It follows compensation is appropriate. The Investigator recommended Accredited pay Mr and Mrs N £500 in recognition of this. I find that fair and reasonable in the circumstances.

### **My final decision**

I uphold this complaint and require Accredited Insurance (Europe) Ltd to:

- Take the lead on this claim and reimburse Mr and Mrs N any costs they've incurred in relation to the claim, subject to the terms and conditions of the policy.
- Pay Mr and Mrs N £500 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N and X to accept or reject my decision before 4 February 2025.

James Langford  
**Ombudsman**