

The complaint

Mr J complains that Accredited Insurance (Europe) Ltd (AIE) rejected a claim he made under a home and buildings insurance policy he shares jointly with Mrs J.

What happened

Mr J made a claim for water damage to his kitchen floor and hallway floor to his insurer AIE. He said there was damp, mould and that the floors were lifting.

AIE said an insured peril hadn't occurred. So it rejected Mr J's claim.

Mr J asked us to look at his complaint. One of our Investigators found that AIE had properly considered Mr J's claim but there wasn't evidence of an insured peril. So he thought AIE had reasonably rejected his claim.

Mr J disagrees and wants an ombudsman 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.

I'm sorry to read of the impact the damage to Mr and Mrs J's home has had on their health. My role is to look at whether AIE acted reasonably when considering their claim and in line with the policy.

Insurers don't provide cover for every eventuality, but for specified insured events such as storm, fire or flood.

AIE considered Mr J's claim under the insured events of storm, flood and escape of water. AIE appointed a leak detection contractor to find a cause of damage.

I understand Mr J is unhappy that AIE required him to pay the excess due under the policy of £350 if it were to meet his claim. In the event of any claim, an insurer is entitled to charge an excess in line with the policy. This isn't unusual. I can see the excess was set out under Mr J's policy with AIE when he bought it.

Mr J says the first Surveyor suggested to him that AIE should appoint a contractor to cut a section of the kitchen flooring to look for the cause of damage. But AIE didn't agree to this and instead rejected their claim.

AIE as the insurer decided that a leak detection report was the appropriate step to take when considering Mr J's claim.

I've read their report provided which details the tests and readings carried out, along with photos of the areas of damage and of the pipes and tanks in Mr J's home.

Having reviewed their report, I find it to be comprehensive, in particular to the following findings:

- All domestic pipe services are above ground.
- Thermal imaging produced no significant anomalies to suggest a leak.
- Inspections of the cold and hot water tank, feed, meter, externals, water pressure

and dye testing of the toilet produced no results to indicate an insured peril had occurred.

- Flood testing from the outside of the home into the kitchen showed no evidence of water ingress .
- Moisture readings and evidence of damage to the kitchen floor was attributed to being caused by condensation.

I'm satisfied from this report that a thorough assessment was carried out to identify a cause of damage. But there was no evidence of damage caused by an escape of water, a storm, or flood. No evidence of a leak was identified. The report concluded that the cause of damage was due to condensation in between the vinyl flooring and the floorboards.

Under the recommendations, the report said;

"An approved building contractor should be appointed to inspect the kitchen floor and carry out any necessary repairs.

A suitable drying program should be installed in the kitchen."

As these are recommendations to put right the condensation, which isn't an insured peril, it isn't for AIE to arrange these works. Mr and Mrs J's policy with AIE, like all other insurers, excludes cover for damage caused gradually over time, like damp or mould.

Mr J says when they paid for independent works to be carried out to the kitchen floor, the contractor said there was water on top of the insulation. But AIE nor I have been provided with any evidence of equal weight to show Mr J had a valid claim.

I'm sorry to disappoint Mr J, but this means I'm not asking AIE to do any more. I think it's decision to reject his claim was fair and reasonable.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Mrs J to accept or reject my decision before 17 March 2025.

Geraldine Newbold
Ombudsman