

The complaint

Mr and Mrs B complain that Accredited Insurance (Europe) Limited (“Accredited”) unfairly declined their claim for damage caused by an escape of water under their home buildings insurance policy.

What happened

Mr and Mrs B discovered a damp kitchen wall. They decided to replace the shower cubicle on the other side of the wall to resolve the problem. Once work began further issues were identified. They say the damp resulted from a split cold-water feed. Mr and Mrs B say the only way to resolve this was to remove everything from the room and install drying equipment.

Mr and Mrs B contacted Accredited to make a claim under their policy on 20 May 2024. They say a surveyor was sent to inspect the damage. But their claim was declined as all evidence of the cause of the damage had been removed. Mr and Mrs B complained to Accredited but it didn’t uphold their concerns.

In its final complaint response Accredited says its surveyor was unable to inspect the damage or the cause of the water leak as the area had been stripped out. It also refers to an inadequate fall on the shower waste pipe. Accredited says its policy terms are clear that only temporary repairs may be carried out, until it’s had chance to validate the cause of the damage. It says the damage caused by the waste pipe is excluded and it was unable to validate the claim because of the work Mr and Mrs B arranged. Accredited maintained its decline decision.

Mr and Mrs B didn’t think they’d been treated fairly and referred the matter to our service. Our investigator upheld their complaint. She didn’t think Accredited had done enough to investigate the claim. She says it should’ve contacted Mr and Mrs B’s plumber to get their opinion on the cause of the damage. Our investigator says Accredited should contact the plumber and reconsider the claim. If a settlement payment is provided she says 8% simple interest should be added in addition to £100 compensation for the distress and inconvenience it caused.

Accredited didn’t accept our investigator’s findings. As an agreement wasn’t reached the matter has been passed to me to decide.

I issued a provisional decision in February 2025 explaining that I was intending to not uphold Mr and Mrs B’s complaint. Here’s what I said:

provisional findings

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 my intention is to not uphold Mr and Mrs B’s complaint. I’m sorry to disappoint them but I’ll explain why I think my decision is fair.

It's for the policyholders to show that they've suffered an insured loss. If they can then, generally speaking, the insurer should pay the claim. This is unless it can reasonably rely on a policy exclusion not to. I've thought carefully about what this means in Mr and Mrs B's case.

The plumber Mr and Mrs B employed sent a letter dated 23 May 2024 describing the issues at their property. It says:

“• Severe water damage to the tiled plasterboard wall • Split mains cold water fitting beneath shower tray • Split draining flexible pipe taking drainage from the existing shower tray • Substandard fall on drainage pipework feeding entire bathroom • Finished existing wood flooring was rotten due to trapped water ingress from plumbing pipework between concrete and flooring.”

I've also read the report Accredited's surveyor produced following an inspection on 2 June 2024. The surveyor says:

“As all items had been removed prior to our surveyor's attendance it could not be confirmed for sure whether the split pipes were the cause of some of the damage or occurred during strip out, or where a very wet wall that would have been caused by failed grouting/sealant. If grouting/sealant this would be due to wear and tear and not a one-off insurable event. As strip-out has been carried out prior to our surveyor's attendance the claim is declined.”

The surveyor wasn't able to verify the cause of the damage as the room had been stripped of the shower enclosure, pipes, and fixings. I've seen photos of the stripped-out shower room that confirm this. There are no photos of the split water pipe. There are some images of the flexible shower drain. However, I also note the plumber's reference to this having a 'substandard fall'. This indicates the leak was at least in part attributable to poor workmanship when the drain was installed.

Accredited's claim records include a note from its surveying team. It says the waste pipe isn't covered due to the inadequate fall. Also, that there was nothing to inspect due to the strip-out work Mr and Mrs B arranged. This meant the extent and cause of the leak couldn't be validated and the decline decision was maintained.

I've read Mr and Mrs B's policy terms. Under the heading, “Claims procedures and conditions” it says:

“..Take all steps that are necessary to reduce further loss, damage or injury.

..You may carry out any temporary repairs that are necessary to reduce any further loss or damage, but do not carry out any permanent repairs without first getting our written permission.

..You must not destroy or get rid of any damaged items without our agreement, as we may need to inspect them.”

The policy terms also state that poor workmanship is excluded from cover, as is loss or damage resulting from failed sealant or grout.

I think these terms are clearly written and confirm that Mr and Mrs B should've ensured the cause of the damage was available for Accredited to inspect. I note their comments that it wasn't possible for Accredited to arrange an inspection for several days. This meant more damage would have occurred. They say it's clear the damage was caused by the split

waterpipe, so this had to be replaced and capped off. They also say small children live in their home so living without a water supply wasn't a feasible option.

I've thought carefully about what Mr and Mrs B have said. However, they've clearly prejudiced Accredited's position by not adhering to their policy terms. The damaged pipework was disposed of and there are no photos or videos to show the cause of the damage their plumber reported. Mr and Mrs B may have been sure of the cause, but their policy requires Accredited to validate this. Accredited's surveyors set out viable alternative causes for the damp/wet wall and the wet/damaged floor. It's possible that a split cold water feed pipe caused some or all of the damage. But Mr and Mrs B's actions have prevented Accredited from validating this by removing the evidence showing the cause(s) of the damage.

If a split pipe had to be replaced to maintain a water supply to the property, photos and/or videos should have been taken of the damaged area prior to completing this work. Similarly, the damaged section of the pipe should've been retained to allow Accredited's surveyor to inspect it.

Having considered all of this I don't think it was unreasonable for Accredited to rely on its policy terms to decline Mr and Mrs B's claim. The damage they claimed for is either excluded from cover, or the cause can't be validated because they arranged for repairs and disposal of the damaged materials prior to Accredited's inspection. I'm sure this was an oversight as opposed to a deliberate act. But this left Accredited with no way to reasonably validate Mr and Mrs B's claim. For these reasons I don't think the business did anything wrong and so I can't fairly ask it to reconsider the claim.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Accredited didn't respond with any further comments or information for me to consider.

Mr and Mrs B responded to say the photos they supplied showed damage had occurred to the wooden floor in the bathroom over many months. They say this didn't happen during the strip-out work.

In their response Mr and Mrs B say that the wastewater pipe didn't have the correct fall. But they say this had no impact on the floor being flooded. This is because wastewater would still drain away when the shower was in use.

Mr and Mrs B say it's untrue to say that the debris had been disposed of. Rather this was stacked in their front garden. They say that Accredited's assessor will have been able to see this. But he didn't ask them to see the damaged pipes. Mr and Mrs B also comment that the assessor was only in their property for ten minutes. They don't think this was sufficient time to complete a detailed inspection.

Mr and Mrs B say that Accredited's assessor wasn't able to attend for some time. This meant they had no option but to take out the split water pipe to allow the water supply to be restored.

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 persuaded that a change to my provisional findings is warranted.

I acknowledge what Mr and Mrs B say about the damaged flooring and that this wasn't caused by the waste pipe. They say this was the result of the split water feed. But both their contractor and Accredited's surveyor commented on the inadequate installation of the waste pipe in their reports. I don't think this can be ruled out from contributing to the damage. Even so, if the damage did result from a split water pipe, Accredited's surveyor wasn't able to validate this as the cause. The bathroom had been stripped out before he attended. This included the water pipes.

I've thought about Mr and Mrs B's comments that the surveyor didn't ask to see the split water pipes. In my provisional decision I referred to the surveyor's report that says it can't be confirmed whether split pipes were the cause of some of the damage. Or if the damage to the pipes occurred during the strip-out work. I acknowledge my previous comments that the pipes could've been retained. I accept that they were. However, it's clear from the surveyor's comments that inspecting the pipes after their removal wouldn't have revealed anything useful.

Accredited's surveyor refers to other possible causes of the damage, which again couldn't be assessed because the bathroom had been stripped. So, although I understand Mr and Mrs B are adamant their claim should be covered. They acted contrary to their policy terms and conditions when arranging the strip-out work. This prevented Accredited from validating the cause of the damage. This means it's reasonable for it to decline their claim.

I acknowledge Mr and Mrs B's comments that the surveyor was only on site for around ten minutes. But as discussed there was very little for him to inspect because the bathroom had been stripped. Their further comments on this point don't persuade me that Accredited's decline decision was unfair.

I sympathise with Mr and Mrs B that they've had to pay for the repairs to their bathroom. But for the reasons explained here and in my provisional decision I don't uphold their complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 18 April 2025.

Mike Waldron
Ombudsman