

The complaint

Mr H complains about Accredited Insurance (Europe) Ltd ('Accredited') declining a claim he made on his home insurance policy in addition to delays in it reviewing a report he provided.

What happened

In November 2022 Mr H made a claim on his home insurance policy following damage caused to his home by an escape of water. Accredited investigated the claim but decided to decline it. This was because it couldn't find what had caused the escape of water, so it didn't think it was shown that an insured event had caused the loss.

Mr H brought a previous complaint to our service about the decision to decline the claim. One of our investigators considered that complaint, but she didn't think Accredited had acted unfairly because she didn't think there was enough evidence to show there was an escape from a fixed domestic water or heating installation, so she didn't think the claim was covered under the policy terms.

Following this, Mr H obtained a forensic engineers report and a copy of this was provided to Accredited in July 2024. However, due to delays in it reviewing the report, Mr H decided to make a new complaint.

Accredited provided a final response to this complaint in October 2024. By this point, it had finished its review of the report and said it agreed there were some minor delays in reviewing the report and compensated Mr H £100 for this. But it wasn't persuaded the report, or the photos, showed the incident had happened as described by the forensic engineer. So, it maintained the decision to decline the claim.

Our investigator didn't think Accredited had acted unfairly. She agreed there was a small delay in reviewing the report but thought £100 compensation was fair and reasonable to put that right. And having considered the new evidence provided, she didn't think it clearly demonstrated the cause of the leak. So, she didn't think it was unreasonable that Accredited had declined the claim.

Mr H replied with a follow up letter from his forensic engineer dated 19 February 2025. A copy of this was shared with Accredited, but it didn't think it provided any new information. So, its position on the claim remained unchanged. Our investigator also wasn't persuaded to reach a different view on the claim based on this letter from the forensic engineer.

Because Mr H didn't agree, the complaint was referred to me 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.

Having done so, while I understand Mr H will be disappointed, I've decided not to uphold this complaint. I'll explain why.

I've begun by looking at the policy terms. Cover is only provided for losses which are caused by several specific defined events. Damage caused by an escape of water is covered, but only if the water has escaped from, or frozen in, any fixed domestic water or heating installation, drainage installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank.

It's not disputed that Mr H's home has suffered damage from an escape of water. What is in dispute here is whether the cause of that escape of water is known. Mr H thinks that his forensic engineer report has established the cause, but Accredited doesn't think the loss occurred as described by the forensic engineer, so it thinks the cause remains unknown.

So, I've considered if the evidence shows if what likely caused the escape of water has now been shown, and if so, if it originated from one of the sources which the policy terms say are covered.

I've reviewed the evidence relating to this provided by Mr H and Accredited. This includes the forensic engineer's report, their follow up letter, and the reports provided by Accredited including its engineer's report and its engineer's comments in response to Mr H's forensic engineer report.

Accredited's engineer said they repressurised the water system and boiler system but couldn't identify a leak after checking pipework and the water supply to the shower, bath, basins and toilets. The engineer noted that although Mr H reported water continued to flow for approximately 10 to 20 minutes after the stopcock was closed – which could be consistent with an escape of water from a gravity fed system – the inspection revealed that all cisterns in the loft were full and remained so when the valve was reopened. This indicated to the engineer that there were no issues with the gravity fed hot and cold water pipework.

The engineer said during the second inspection the flow of water into the ensuite shower was greater than during the first inspection. The engineer commented that this caused the shower tray to gradually fill up and overflow at its edges and that water began to escape from joints at the shower waste pipe connection which the engineer thought may have been due to water backing up and filling the pipework.

Accredited's engineer said the only scenario which could have explained the escape of water was an overflow from the shower being on for a long period of time. But acknowledged that Mr H said he was the only person in the house prior to the loss and said he hadn't used the shower before leaving prior to the escape of water being discovered.

I acknowledge Mr H has requested from Accredited handwritten notes from the inspections that were carried out on its behalf. I haven't requested handwritten inspection notes as I see no reason to believe they would contain any information that would depart from what was set out in the loss adjuster's or engineer's reports. This isn't evidence I would ordinarily seek where formal reports have been provided and appear to be comprehensive. I think Accredited conducted a reasonable investigation into the claim, including trace and access work and two engineer inspections, which aligns with what I would typically expect in such circumstances.

Because I'm satisfied Accredited carried out a reasonable investigation into the claim and had a reasonable basis to think there wasn't enough to show the loss had been caused by an insured event, it would be for Mr H to show otherwise. In doing so, Mr H instructed his own forensic engineer and has provided their report and follow up comments. I've considered this evidence carefully.

The forensic engineer concluded the escape of water was due to a combination of a

continuous filling fault with the toilet combined with a blockage of the overflow pipe by limescale. I don't think it's in dispute that this combination of issues could cause an escape of water, but Accredited didn't think that's what had happened here.

So, I've considered if on balance of probabilities the evidence shows the escape of water was caused by the reason given by the forensic engineer. I'll summarise what I consider are the key points:

- Mr H said to the engineer during the first inspection before the loss he was in the home on 1 November 2022 and had only used the toilets and bath in the guest bathroom without noticing anything out of the ordinary. He left the property in the evening that day and returned on 3 November 2022 in the evening to find the escape of water.
- The forensic engineer said they thought there was a continuous filling problem with the toilet on the first floor ensuite due to the second floor not suffering any damage and the water level being excessively high – suggesting the float valve wasn't set correctly or was faulty.
- Accredited's engineer didn't discount the possibility of an intermittent filling problem with the toilet but said such a fault wasn't observed when they carried out their inspection and ordinarily water would flow through the overflow pipe in this scenario. So, they thought it would also be necessary for the overflow pipe to have been blocked for this to have caused the escape of water.
- The forensic engineer said the surface of the overflow pipe was dirty, and contained a thin build up of limescale, suggesting water had been running into it for some time. Photos were provided by the forensic engineer of this pipe.
- The forensic engineer said when flushing the toilet, a thin piece of limescale dislodged partially covering the overflow pipe. The water was left running to test if the overflow would over fill, but it did not. And on flushing the toilet, the piece of limescale broke up. The forensic engineer then blocked the overflow pipe to simulate where water would flow were it blocked and found it escaping into the void behind and out the front access panel.
- Although the forensic engineer didn't directly see an over fill of the overflow pipe from limescale, they thought a piece of limescale had the potential to cause this to happen.
- Accredited's engineer said if the water had escaped in the way described by the forensic engineer, run marks, staining or discolouration at one or more of the pipes and floor would be expected, which wasn't seen. This engineer also said the piece of limescale seen during the forensic engineer's tests didn't impede the flow of water from the cistern, and it would likely require a quantity of limescale flakes to accumulate to cause a blockage, which wasn't seen by either engineer.
- Accredited's engineer also said if there had been an overflow of the severity which caused the escape of water, it would have been clearly visible and audible. Additionally, Accredited's engineer said that since no damage was observed while Mr H was still in the property, the blockage of the overflow pipe would have needed to coincidentally have happened around the time Mr H left the house or was away.

I think Accredited had reasonable grounds not to think the combination of a continuous filling fault and blockage of the overflow pipe by limescale was the likely cause of the escape of water. I say this because:

- The cause of the loss, as explained by the forensic engineer, relies on a combination of two separate issues coinciding. The continuous filling problem would have needed to be happening, in addition to a sufficient quantity or size of limescale to somehow have become dislodged blocking the overflow pipe to the extent that it did not have the capacity to drain adequately resulting in the cistern overflowing. Had this happened while Mr H was in the property, it seems unlikely to me that it would not have been noticeable, so this likely also would have needed to have happened around the time, or after, Mr H had left the property. The likelihood of such a series of events seems low to me.
- It was never directly seen that limescale deposits caused the overflow pipe to be blocked from draining and no stains or marks were reported around the pipes or floor in the vicinity of the toilet. Nor was it replicated that the overflow pipe over filled from limescale alone.
- I think it's likely, as pointed out by Accredited's engineer, that an accumulation of limescale would have been required for the pipe to block. Although I can see on the photos the overflow pipe is dirty and accept that some limescale may have been flushed through it by the time these photos were taken, there doesn't appear to be a large volume of limescale inside the pipe.
- The nature of the continuous filling problem being described as intermittent makes it unclear if continuous filling was happening at the time Mr H was present in the property on the 1 November 2022, and if so, at what point prior to him leaving the most recent occurrence of this started. I think Accredited also raised a reasonable point that the overflowing water being visible flowing into the toilet pan and audible would create an expectation that the homeowner would notice and take steps to rectify the issue.

Because I don't think it was unreasonable for Accredited to think this likely wasn't the cause of the escape of water, I don't think it was unfair for Accredited to maintain the decision not to accept the claim based on the cause of loss not being shown to be due to an insured event.

I've also considered the timescale taken by Accredited to review the forensic engineer report. Accredited didn't dispute there was a minor delay in reviewing this and compensated Mr H £100 for this. For the timescale involved, and impact caused, I think that was fair and reasonable and in line with our award levels. So, I won't be requiring Accredited to increase this amount.

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 H to accept or reject my decision before 14 May 2025.

Daniel Tinkler
Ombudsman