

## **The complaint**

Mr B and Mrs B have complained about Accredited Insurance (Europe) Ltd's response to a claim made under their home insurance policy.

For ease of reading references to Accredited in my decision also include its appointed claims handling agents.

## **What happened**

The background is well known to the parties, so I won't repeat all the details here. In summary in March 2024 Mr and Mrs B reported water damage to their hallway ceiling. Accredited instructed its leak detection specialists to investigate, I'll refer to them as 'R'. R concluded that there had been a historic leak which caused the staining. The claim was declined but R offered to remove part of the ceiling and make it safe, which they did.

Mr and Mrs B complained – they understood that there was no current leak and no moisture but that the ceiling would be reinstated. Accredited accepted that there may have been a misunderstanding and offered £100 in compensation.

Mr and Mrs B remained unhappy and referred their complaint here. The investigator didn't recommend that it be upheld. He didn't find that the damage was caused by something covered by the policy or that Accredited needed to do anything more with regard to the repair. He felt that the compensation offered was sufficient for this shortfall in communication and the frustration caused.

Mrs B appealed on behalf of herself and Mr B. She said that the leak may have happened within the period of insurance and that there was nothing in the policy to say historic leaks weren't covered. She also said that their agreement wasn't sought and R told Mr and Mrs B they had been instructed to take down the ceiling and that the insurer would send out plasterers to reinstate. Mrs B felt that this Service needed to contact R to obtain their understanding of Accredited's instruction.

As no agreement has been reached the matter has been passed to me to determine.

## **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've summarised the background to this complaint, no discourtesy is intended by this. Instead, I'll focus on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

The relevant regulator's rules say that insurers mustn't turn down claims unreasonably. I've taken the rules into account, together with other considerations, such as industry principles and guidance, the policy terms and the available evidence and representations, to decide

whether I think Accredited treated Mr and Mrs B fairly.

I recognise that Mr and Mrs B will be disappointed by my decision, and I'm sorry that it doesn't bring them welcome news. Having considered the file afresh I have reached the same conclusion as the investigator. I'll explain why.

The buildings insurance section of Mr and Mrs B's policy insures loss or damage caused by water as a result of a burst, leaking or overflowing domestic water or heating installation, appliance or piping. When making a claim it is for the policyholder to show that the damage has been caused by an insured peril. From the evidence before me it is apparent that R thoroughly inspected the damage but didn't find that there was a water leak covered by the policy. They said:

*Upon arriving at the property we could clearly see that there was severe water staining and also cracked and loose ceiling coving in the entrance hallway on the ground floor. We then used our thermal image camera to check for any cold spots and attempt to track where the leak had traveled but this did not show any. We then built our scaffold and moisture tested the entire ceiling and walls and still did not detect any moisture. I then went up into bathroom directly above and carried out a moisture survey and then carried out tests on the shower, sink and wc whilst my colleague checked for any water coming through in the hallway below but again no drips or visible signs of water could be found. We then went into attic area and checked all waste pipes and plastic water pipes and still no leaks were detected. We also moisture checked both study room and lounge where there is also visible damage and again no moisture was detected. We can now say that there definitely has been a leak at some point which has caused the staining and damage but all areas now seem dry. Please note that in the adjacent lounge there is previous damage to lathe plaster ceiling and also damage to the coving in the adjacent study and client stated this is not incident related.*

I haven't disregarded Mrs B's contention that the damage may have occurred whilst the policy was in force, but the evidence presented shows that it is historic. Additionally, the policy specifically excludes loss or damage from gradually operating causes including deterioration, wear and tear, corrosion, rot or similar causes. Accredited explained that lath and plaster ceilings were largely used prior to the introduction of plasterboard in the 1930s and that these ceilings can deteriorate over a prolonged period of time. That said, if Mr and Mrs B have any evidence that they wish to present to show the damage *is* covered, they can submit this to Accredited for its consideration.

R's evidence is that they contacted Accredited at the time and explained that the coving and ceiling was unsafe. They were given the go-ahead to remove unsafe materials and make safe. Mrs B understood that the instruction to R was different and that they had been instructed to take down the ceiling and Accredited would send plasterers to reinstate. I fully accept that this was her understanding – and can see that she was chasing for this to happen. I note that in the recommendations section of the report completed by R (quoted from above) it says:

*Building contractor to quote for the following works: Hallway - protect all carpets and erect a plastic screen to stop any dust debris. Remove the rest of the damaged ceiling and further coving which seems to be in a safer condition at this time. Once this has been carried out, full reinstatement and repainting will be required to hallway.*

It seems to me that there was a misunderstanding here. R identified the works that needed to be done and made the ceiling safe. Mrs B understood that Accredited had approved the claim and would be sending a plasterer to make good the ceiling. When Mrs B raised this Accredited contacted R – R spoke to the senior technician who went on site, but he confirmed this was not said. I'm not persuaded that any further investigation here is likely to

elicit a different response from R. This being so I am satisfied I can reach a decision on the evidence before me. This was a most unfortunate misunderstanding. However I'm pleased to note that Accredited has recognised this and offered compensation for the loss of expectation – I think that was fair.

But for the reasons I've explained I don't find that Accredited treated Mr and Mrs B unfairly or unreasonably by concluding on the evidence that the claim wasn't covered by their policy. In these circumstances there is no basis for me to require it to do anything further.

### **My final decision**

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 B and Mrs B to accept or reject my decision before 17 June 2025.

Lindsey Woloski  
**Ombudsman**