

The complaint

Miss A and Mr N have complained that Accredited Insurance (Europe) Ltd ('Accredited') unfairly declined claims under their home insurance policy.

As Miss A mainly seemed to deal with the claim and complaint, for ease, I will normally only refer to her.

What happened

Miss A contacted Accredited about damage to her home. Accredited assessed what had happened. It accepted a claim for accidental damage to the bathroom basin. It declined the claim for a leak from the shower and from the ensuite toilet.

Miss A complained. When Accredited replied to the complaint, it said flood testing of the shower showed there was an issue with the shower sealant. It said this wasn't covered by the policy. For the leak from the toilet, it said it had carried out tests and found the waste pipework was blocked and the toilet backed up into the shower tray. It said this had been happening over a long period of time. Gradual damage was an exclusion under the policy.

When Miss A complained to this Service, our Investigator didn't uphold it. She said it was reasonable for Accredited to decline the shower claim based on the evidence to show the sealant had failed. Miss A had also provided this Service with a plumber report. This said the sealant had failed due to issues with how the shower tray was fitted. Our Investigator said this also wasn't covered by the policy. For the toilet leak, Accredited's surveyor had found visible damage to the vanity unit and plinths, which indicated it had been ongoing for some time. She said the evidence, including that the blockage was backing up into the shower tray, also indicated that the pipe was likely to have been blocked for some time. She said it was reasonable for Accredited to decline the claims related to the shower and the toilet and it had accepted the claim for the basin.

As Miss A didn't agree, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

Miss A reported damage to her home. Accredited assessed that these were three separate incidents. So, it considered each as a separate claim. It accepted the claim for damage to the basin as accidental damage. So, I haven't looked into that any further. However, it declined the claims related to the shower and the toilet. I've looked at these in more detail to see if I think this was fair.

For the shower, Miss A said she was washing the floor and it fell away. She arranged a plumber, who resealed the shower tray. Accredited sent a surveyor to assess the damage. The surveyor's report found high moisture levels in the floor and wall. The silicone failing was noted as the cause, including that the moisture was detected at the exit point of the tray, which it said was consistent with leakage. No evidence was found of other issues, such as with feed pipes or the trap. The policy had an exclusion for failed sealant. Given, Miss A's plumber resealed the shower and Accredited's surveyor identified the sealant as the cause, I think it's fair that Accredited declined the claim for this damage.

I'm aware Miss A provided this Service with a report from her plumber. This said:

"In my honest opinion to why your bathroom floor collapsed is due to a plastic lightweight shower tray that was fitted previously before you bought the house and the wrong boards that was fitted to the walls.

Plastic shower trays have movement when you step on them therefore breaking any silicone seals. It was obvious when I stripped out the old where it had been leaking water probably since the day it was fitted and therefore your bathroom floor collapsed. Wrong boards were fitted that were made of mdf with 1mm of plastic coating were used and in my opinion were not suitable for a walk in shower. As soon as mdf gets wet it swells up as we noticed on some of the joins.

The work I carried out was to strengthen the original joists with additional timber to make it safe again. I refitted a new porcelain tray which was sealed 3 times to ensure you won't have this issue again. If you have any issues with the insurance company please don't hesitate to pass my phone number on to them."

So, this report supported that the sealant had failed. It said this was due to poor workmanship when the tray was first fitted. Poor workmanship and the use of faulty materials also wasn't covered by the policy. So, I remain of the view that it was reasonable for Accredited not to deal with this damage.

I've also looked at the damage related to the toilet in the en suite. There was damage to the bathroom vanity unit and damage was found to a bedroom carpet. Accredited's surveyor assessed that there had been an ongoing escape of water over a minimum of six to 12 months, which it said was therefore gradual damage. The report noted visible damage to the vanity unit and plinth and staining and marking to the tiles and grout. So, the surveyor said Miss A would have been aware of this damage when cleaning the room. There was also damage in a bedroom cupboard that backed on to the bathroom with staining and marking to the carpet and the chipboard underneath. This damage was also assessed to have been ongoing over a prolonged period. I'm aware Miss A has said she didn't use the bedroom and the damage was only found when her daughter returned home. I've also looked at the surveyor's photos and these showed the damage found. A leak detection company also

visited and carried out tests. This identified a waste pipe blockage from the toilet that was backing up into the shower.

Accredited declined the claim based on gradual damage, which wasn't covered by the policy. I think it was reasonable for Accredited to rely on its experts' findings about the cause of damage and that it was gradual. I also think it was reasonable for Accredited to decide Miss A ought reasonably to have been aware there was an issue in the en suite and could have done more sooner to deal with or prevent the damage. As a result, I think it was fair that Accredited declined this claim.

I'm aware Miss A also provided this Service with an invoice for drain jetting. However, the policy didn't cover clearing the blockage itself. So Accredited didn't need to deal with this.

So, having thought about this claim and complaint, I don't uphold this complaint or require Accredited to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A and Mr N to accept or reject my decision before 30 October 2025.

Louise O'Sullivan
Ombudsman