DRN-5690071

## The complaint

Ms C has complained about the way Accredited Insurance (Europe) Ltd is dealing with an escape of water (EOW) claim she made under her home insurance buildings policy.

## What happened

In August 2023 Ms C made a claim for an EOW from an outside mains pipe at ground level.

AIE instructed a contractor to assess the damage. AIE accepted Ms C's claim.

Ms C complained about the works carried out which she said were poor. Ms C said surveyors hadn't attended planned appointments and she was unable to contact AIE. Ms C complained about a lack of updates from AIE.

In August 2024 AIE upheld Ms C's complaint. It said a surveyor was to visit Ms C's home to providing a scope of works for rectification works. It paid Ms C £300 compensation for the distress and inconvenience caused by its poor service.

AIE agreed some rectification repairs were needed. It offered Ms C a cash payment to settle the remainder of her claim.

Ms C raised series of further complaints with AIE. Ms C said further damage had been caused to her home by contractors and by damp which she says was due to it not being dried properly. She wanted AIE to meet the full costs to rewire the electrics which she says were damaged by the EOW.

In December 2024 AIE replied to Ms C's complaint. It upheld it in part. It was awaiting a report from its appointed electrician and surveyor due to attend Ms C's property on 16 December 2024 to assess the damp and the electrics.

For the poor repairs and delay caused during the claim, AIE agreed to pay the VAT element of the cash settlement up front and pay Ms C £500 compensation for the distress and inconvenience caused. This brought the cash settlement for the remaining repairs to £6,801.50 including VAT.

Ms C remained unhappy and asked us to look at her complaints.

In May 2025 our Investigator thought AIE had reasonably shown that the issues with the electrics and damp were not related to the EOW claim. He thought AIE's compensation award totalling £800, along with the cash settlement for remaining repairs, was enough and reasonable to resolve Ms C's remaining complaints.

Ms C didn't agree and raised further points. She said she only signed for drying completion to the kitchen, but drying should have been carried out to other areas of her property. She said a contractor caused damage to her hallway carpet. Although Ms C doesn't have cover for contents, she believes AIE should replace her carpet for negligence.

Ms C says mould developed in the untreated areas which suggests they are there because of the delay in repairs. She says she has provided reports confirming the electrics were damaged by the EOW. She says she had no access to her kitchen for fifteen days while repairs were carried out.

She is unhappy that during the drying phase at the start of her claim, she was only reimbursed for electricity costs but not for heating. Ms C says she was advised to keep the windows open and the heating on.

In June 2025 our Investigator issued a second view. He said AIE had considered that the hallway carpet was damaged beyond repair, but in light of the condition of the other carpets in the property, and the fact that Ms C did not have cover for contents, AIE did not agree it was responsible for replacing the hallway carpet under the claim.

AIE said Ms C made it aware of access issues to her kitchen after works had completed. On checking with the contractor, they told AIE Ms C had access to her kitchen, with limited access for five days. This therefore didn't warrant a disturbance allowance.

The Investigator maintained his view that from the electric reports provided by AIE, the EOW was not the cause of the issues. It is agreed that Ms C's property requires rewiring, but this is not related to the claim and AIE isn't therefore responsible for meeting the costs.

In July 2025 Ms C provided further information, but the Investigator explained that it didn't change his view as it wasn't new or persuasive.

So as Ms C remains unhappy, the case has been passed 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.

Ms C says AIE should meet her claim for the rewiring of her home as the damage to the electrics was caused by the EOW. Ms C has provided estimates from electricians for varying amounts to rewire her home. Some of the estimates say the cause of damage is due to an EOW.

AIE has also provided several electrician reports by appointed contractors. They say that the cause of damage is not related to the EOW, but the electrics do require updating. There are issues with power surges and with lighting on the second floor.

The location of the EOW was at ground level, beneath a sub floor. Based on all of the evidence available I don't find that AIE is responsible for meeting the costs to repair the electrics in Ms C's home. I think AIE has reasonably shown the issues are not incident related.

AIE accepts the first set of repairs was not done to standard. I understand Ms C says the cash settlement offered by AIE isn't enough to repair her property. But as I've explained, I think AIE has shown through its appointed contractors that there are issues with Mr C's property that are not related to the EOW incident. I've addressed this issue in more detail later in my decision when considering the compensation award AIE has paid.

The crux of Ms C's complaint about the cash settlement is that it doesn't include the costs to rewire her home, which I've addressed earlier in my decision. AIE's scope of works is commercially sensitive, so it cannot be shared. But AIE has provided this service with a copy so that we can see if had treated Ms C fairly and as it would any other customer in the same position.

Having reviewed the SOW, I'm satisfied AIE has treated Ms C fairly. So I'm not asking it to increase the settlement offer of £6,801.50 including VAT. I find it to be a reasonable sum to settle the claim for remaining incident related works.

Ms C says AIE's contractor caused damage with muddy boots and equipment to her hallway carpet and for this reason it should meet the costs to replace it. I've looked at the photos made available to me of the pre-existing condition of Ms C's hallway carpet. From these photos, I'm satisfied with AIE's decision not to meet the costs to replace it. I haven't seen any photos showing the damage Ms C is claiming for here.

I understand Ms C contacted AIE after works were completed to say she didn't have access to her kitchen for fifteen days. Ms C said she had to chase AIE's contractors for an update as it hadn't reconnected her water supply.

I can see from AIE's notes that it asked its contractor for details – and they said Ms C did have access to her kitchen, with this being reduced for five days. I haven't seen any evidence to show that Ms C is entitled to a disturbance allowance or alternative accommodation during these works.

AIE accepts that it caused delay and provided a poor service when dealing with Ms C's claim. When things go wrong, we look at what the impact was, and what an insurer did to put things right.

I can see that AIE has sent contractors out to inspect Ms C's property multiple times to review the electrics and to investigate Ms C's complaint that the property was not properly dried out. But I'm satisfied that AIE has shown that drying for the appropriate area related to the incident was completed. Photos and opinion from a Surveyor show that other issues caused by damp in Ms C's property are not incident related, so are not covered under the claim. From the report provided by AIE's Surveyor following a visit in December 2024, key comments are:

> *"Multiple issues with maintenance of property -*
>
> *Property has multiple pre-existing issues which are leading to the property showing higher moisture levels than regular. Rear air bricks have been blocked which can cause high moisture content levels in the floor void as air cannot pass from front to back. High levels of vegetation growth down the left hand elevation of the property as can be seen in the pictures. Cracking to external render. No visible DPC (damp proof course)."*

I agree that AIE caused delay and distress and inconvenience in dealing with the initial repair works. I don't think it was responsible for all the delay caused. I find the total compensation award AIE paid of £800, along with its cash settlement for remaining repairs, is enough to put things right.

Ms C told us AIE reimbursed her for electricity costs for drying, but not for gas energy costs. I can't see that AIE has been given the opportunity to deal with this complaint as it isn't in their responses. So, Ms C can provide AIE with evidence to support this complaint. This doesn't form part of my decision.

**My final decision**

I'm sorry to disappoint Ms C. But 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 Ms C to accept or reject my decision before 9 September 2025.

Geraldine Newbold
**Ombudsman**