

## **The complaint**

Mr P complains that Accelerant Insurance Europe SA/NV UK Branch declined a claim he made on a buildings insurance policy.

Reference to Mr P or Accelerant includes their respective representatives.

## **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.

Our investigator thought Accelerant had acted fairly. I agree, and for the same reasons, so I don't think it's necessary for me to go over everything again in detail. Instead, I'll summarise the main points:

- Mr P made a claim for water damage to his flat. It was found the flat above had faulty bath seals, through which water travelled downward and into Mr P's flat below. Accelerant declined the claim. It didn't think an insured event caused the damage.
- The policy covers damage caused by 'escape of water from any tank, apparatus or pipe'. The policy doesn't provide cover for accidental damage or any other insured event that might be relevant to this claim. So the question for me is whether the damage was caused by the insured event of escape of water.
- In short, Accelerant said it wasn't. It didn't think faulty bath seals amounted to 'any tank, apparatus or pipe' as required by the policy.
- On the other hand, Mr P thought it was. He said the water had originated from pipework, travelled through the showerhead or bath taps and leaked through the bath seals. And, because the water had left a pipe, the policy requirements were fulfilled.
- I'm more persuaded by Accelerant's position than Mr P's. I'll explain why.
- I don't think the direct cause of the water damage was the water leaving the pipework, showerhead or bath taps. When it left these apparatus, it was within its usual confines, where it wouldn't cause damage. The direct cause of the water damage was the water moving through the faulty bath seals and escaping from its usual confines. I'm not satisfied bath seals amount to 'any tank, apparatus or pipe'. So the water didn't escape in a manner covered by the policy.
- To accept Mr P's position, I would have to find that any water which began in a pipe or similar, and which went on to cause damage, would be covered by the policy – regardless of the journey it went on after leaving the pipe and any intervening factors which caused or contributed to the damage. I'm not satisfied that would be a reasonable finding for me to make, given the terms of this policy. And I don't think the terms are unusual in comparison to other policies typically found in the market.

- As a result, I'm satisfied Accelerant acted fairly when it declined the claim.
- Mr P has suggested he may have taken out accidental damage cover if he had been aware of the limitation to the escape of water cover. He's entitled to make a separate complaint about the sale of the policy if he wishes. As he hasn't done so yet, I haven't considered the sale of the policy as part of this complaint.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 31 October 2025.

James Neville  
**Ombudsman**