

The complaint

Mr and Mrs M complain about the decline of their buildings insurance claim by Accredited Insurance (Europe) Ltd ('Accredited').

This was a joint insurance policy, but as Mr M has been dealing with the claim and complaint, in this decision I'll mainly refer only to him.

What happened

The background to this complaint is well known to Mr and Mrs M and Accredited. I won't repeat in detail what's already known to both parties, instead, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

In February 2025, Mr M reported a leak within his property. Initially, this was reported under the home emergency section of cover, but then under the buildings section of cover. Mr M had instructed a plumber, but as they had been unable to identify the source of the leak, Mr M made enquiries about trace and access cover. Accredited's adviser let Mr M know he had trace and access cover – subject to the claim being validated. It was ultimately found that the cause was an issue with sealant. As this was excluded under the policy, the claim was declined.

Mr M raised a complaint on the grounds of poor communication, delays and being given unclear information about the trace and access cover. Accredited partially upheld the complaint and awarded £250 for the service provided. This included a failure to call Mr M back as agreed and other service issues.

Remaining unhappy, Mr M referred the complaint to our Service for an independent review. Our Investigator didn't recommend that the complaint be upheld or that Accredited need to do anything further. As the dispute remains unresolved, it's been referred to me for a final decision.

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 Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

I'm sorry to hear about the impact this escape of water has had on Mr and Mrs M.

In this decision I'm only considering the claim decline and the service provided by Accredited. I'm not considering the actions of Mr and Mrs M's plumber. I say this because although Mr M has pointed to Accredited and the information provided about what was covered under the policy being responsible for the situation he found himself in, Mr M appointed a professional and if they chose to carry out invasive investigative works that

caused potentially unnecessary damage to the property - that's not the responsibility of Accredited. Mr M would need to take that matter up with the plumber separately.

The declined claim

Accredited referred to the following policy exclusion to decline the claim:

*"We don't cover:
.... loss or damage caused by sealant or grout failing to work properly or by an
inappropriate sealant or grout being used;...."*

Based on the expert report, I find it was reasonable of Accredited to rely on its' findings and decline the claim.

I don't uphold this complaint point.

The information given to Mr M

Mr M has said he followed the course of action he did on the basis of the information he was given by Accredited:

"Acting on [Accredited's] guidance, I gave my plumber permission to proceed, resulting in the removal of tiling and part of the flooring in the bathroom. The leak was ultimately traced to failed sealant, and I was then told the claim would not be covered."

I've carefully reviewed the relevant available evidence related to this point. In summary:

- Mr M mentions that he will get the leak fixed and then contact Accredited to arrange a surveyor to come out and assess the damage to the property.
- Accredited refer to validating the claim and then looking to cover costs.
- Mr M refers to not having identified what was causing the leak and whether the plumber can cut back more tiles.
- Accredited let Mr M know that although he had trace and access cover, the claim needed to be validated.

Although Mr M disagrees, I find that Accredited *didn't* mislead him, give him unclear or incorrect information. Any trace and access works being covered was subject to the cause of the escape of water being covered by the policy.

Mr M has said:

"Had I been told the claim could be declined depending on the source, or that there were exclusions related to sealant, I would have taken a very different approach."

I've considered what alternative action Mr M would've taken here - in a scenario where he clearly understood what Accredited had told him. To be clear, I still find the information given by Accredited was clear. Mr M's options would've been to leave the water off completely, or try and identify the source of the leak. I find it more likely than not Mr M would've still wanted to identify what was causing the escape of water. That his appointed plumber didn't investigate a much easier/less invasive cause of the damage is not the responsibility of Accredited.

I don't uphold this complaint point.

The service provided

Accredited accept they've let Mr and Mrs M down after being notified of the claim. In their final response letter they stated:

"I have found that you were advised a manager call back was raised but that this did not happen and I would like to sincerely apologise for this. I fully accept that you experienced a lack of communication during the claims process and as such, we have offered you a compensation amount of £250 to reflect the inconvenience caused."

Mr M has raised issue with the time taken for the leak report/surveyor visit to occur. I've carefully considered this point:

- I agree that it took longer than either party would've liked, but it seems Mr M had already authorised his plumber to carry out the further investigations - such as cutting holes in ceilings and removing tiles prior to the surveyor's visit.

So although the proximate cause of the escape of water wasn't identified by Accredited until 17 April 2025, this had no influence on the works carried out by the plumber.

- I've also considered what the impact on Mr and Mrs M was (as the eligible complainants) and note that although they had one bathroom less and this will have been inconvenient, they haven't referenced to being completely without bathroom facilities.
- I've also noted Mr M's comments about his children's playroom being below the affected area. But to award compensation for this reason, I'd have to be persuaded that Accredited had unfairly declined the claim or were responsible for the course of action Mr M took – but I've not made that finding.

On balance, I find the £250 offer Accredited paid for service failings is fair, reasonable and proportionate compensation, relative to the impact on Mr and Mrs M.

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 M and Mrs M to accept or reject my decision before 16 December 2025.

Daniel O'Shea
Ombudsman