

The complaint

Mr and Mrs J complained that Accredited Insurance (Europe) Ltd (“Accredited”) declined their claim for damage caused by an escape water, under their home buildings insurance policy.

I’ll refer to Mrs J, as the lead complainant, for ease.

What happened

Mrs J had a previous complaint with Accredited considered by our service. The complaint was about an escape of water from an underfloor pipe. It was determined there was no evidence of damage caused by a leak. This meant Accredited’s decline decision was considered fair and the complaint wasn’t upheld. I won’t reconsider the issues raised in that complaint in my decision here.

More recently Mrs J explained that Accredited refused to accept new evidence she had provided. She said this proved loss and damage at her property. Mrs J said the photos and a heating engineer report showed her boiler had suffered “*functional damage*” as a result of the leaking pipe. However, Accredited maintained its decision to decline her claim. She didn’t accept this outcome and complained again.

In its final complaint response Accredited told Mrs J that it was maintaining its decline decision. It said the boiler inspection invoice and photos of her boiler pressure readings didn’t change its decision. It maintained there was still no evidence of damage at the property meaning there was no cover in place.

Mrs J referred her complaint to our service. Our investigator didn’t uphold it. He said the new evidence doesn’t show damage caused by a leak. This meant there was no cover in place under Mrs J’s policy.

Mrs J didn’t think this was a fair outcome. She said the evidence she provided showed that her boiler had suffered damage due to the leaking pipe. Because of this she asked for her complaint to be considered by an ombudsman.

It 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.

Having done so I’m not upholding Mrs J’s complaint. I understand she feels strongly that her claim should be covered. I’m sorry to disappoint her, but I’ll explain why I think my decision is fair.

It’s for the policyholder to show that they have suffered an insured loss, fire, flood etc. If they can then, generally speaking, the insurer should pay the claim. This is unless it can

reasonably rely on a policy exclusion not to. I've focused on this here.

Mrs J's policy sets out the insured causes it covers. She claimed for a leaking heating pipe. So, it's appropriate her claim was considered under an escape of water cause. Mrs J's policy terms cover any loss or damage caused by an escape of water from a heating system. So, if there was damage resulting from the leak she reported, cover was in place to put this right.

I've looked at the evidence Mrs J provided. But there is nothing to show that damage has occurred at her home. For example, this could be water damaged flooring, or damage to decorations. As there is no evidence of such damage, Mrs J hasn't shown that she suffered an insured loss.

I've read Mrs J's policy terms and conditions in full. But the policy doesn't respond to a leaking pipe. This is Mrs J's responsibility to repair. The policy does cover trace and access costs. But again, the policy terms are clear that this is to find the source of the damage. As there is no damage, there is no trace and access cover in these circumstances.

I note Mrs J's comments that she didn't agree for the leak detection specialist to excavate her dining room floor. This is because she was waiting for Accredited to confirm that cover was in place. She said as a temporary measure, isolation valves were installed so the leak could be contained.

Mrs J has since provided an invoice from a heating engineer. The invoice explained the visit was to assess a report of low pressure within the heating system. It said there may be a leak under the floor causing the loss of pressure. It said this in turn will cause a loss of heating and hot water due to the boiler "*locking out on a low pressure fault*". The invoice says that continuing to re-fill will lead to excessive use of water, and may cause damage to the property. The engineer said levels of inhibitor will be reduced in the system and excess air may be introduced which may be harmful to the boiler and the radiators.

Mrs J has sent photos of pressure readings from her heating system. She described the pressure dropping when the isolation valves are open. I've also looked carefully at the low pressure warning on her boiler. She said this is displayed when the valves are open. This says the pressure is too low and the system needs to be refilled up to 1.0 bar.

I've thought carefully about this evidence. But it doesn't show loss or damage to Mrs J's property. The boiler has been shown to be working. The heating engineer refers to the possibility of damage. It doesn't say the boiler is damaged. Similarly, the leak detection report confirmed the boiler was, "*checked with no issues*". So, I'm not persuaded there is damage to Mrs J's boiler that her policy should respond to.

I'm sorry that Mrs J's policy will not contribute in these circumstances. But the crux of the matter is that she's responsible for repairing the leaking pipe. Her policy only provides cover to respond to damage that is caused to her property. Based on what I've read I'm satisfied there is no damage. So, I don't think Accredited treated Mr and Mrs J unfairly when it maintained its decline decision for their escape of water claim. This means I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J and Mr J to accept or reject my decision before 23 March 2026.

Mike Waldron
Ombudsman