

The complaint

Mrs S complains Accredited Insurance (Europe) Ltd (“Accredited”) unfairly declined her claim on her leisure home insurance policy and provided her with poor customer service. All references to Accredited include its agents.

Mrs S has a representative in this complaint. But as the policy is in her name, I’ll refer to her only.

What happened

Mrs S took out a leisure home insurance policy in October 2022 to cover her static caravan. Around this time, she’s explained she winterised her caravan, ensuring all drains were inspected and emptied. At this time she says there was no damage to her shower or drain.

Mrs S says no one stayed in her caravan again for several months due to her personal circumstances at the time. Around August 2023, Mrs S has explained a guest staying in the caravan for only the second time that year discovered the bedroom floor was flooded. They traced the flood back to the shower in the bathroom which they noticed had a crack around the drain. So Mrs S made a claim on her insurance policy.

Accredited arranged an inspection of the caravan which took place in October 2023. The report from that inspection said in summary, based on what the inspector could see without stripping back the shower, they thought the area around the drain hole had become weakened over time causing the water to leak out around the drain hole and pool underneath the shower. So they concluded the damage was due to wear and tear. Based on the findings from that inspection, Accredited declined Mrs S’s claim.

Mrs S didn’t agree with Accredited’s decision so she provided information from the manufacturer of the shower for it to consider. The manufacturer said there are no known issues with the showers and they should last forever.

Accredited arranged for another inspection by a different assessor who said without compelling evidence of an insured peril, they agreed the damage was caused by wear and tear. They said the issue isn’t uncommon but again, they didn’t strip out the shower to investigate. So Accredited maintained its decision to decline the claim.

Around August 2024, Mrs S says she discovered her hot water pipe was leaking at the back of the shower within the wall. She explained this was discovered through a service hatch at the back of the shower when she was isolating the water to prevent further damage. So she asked Accredited to reconsider the claim. She thought the water had been dripping under the shower, compromising the polystyrene base underneath which led to the waste outlet suddenly collapsing and the area around the drain cracking. So she thought the claim should be covered.

Accredited arranged for a further inspection of the caravan. The assessor said, in summary, that upon their inspection, they couldn't see that anyone had lifted the shower or stripped anything out. So they couldn't see how it could've been determined that there was a leak from the water pipe. As they considered there was no new evidence of a different cause of damage, and there was no sign that any repairs had taken place, they still considered the damage had been caused by wear and tear so they did no further investigation.

Mrs S raised a complaint and provided more letters and reports to dispute the inspector's findings. This included a letter from a caravan specialist, a plumber and the manager of the caravan site. All of the information Mrs S provided suggested the water leak had caused damage under the shower, causing the shower to crack and allowing water to escape.

Accredited maintained its decision to decline Mrs S's claim but in October 2024, it offered her a contribution of 50% towards the repair of the shower based on a quote it had organised as a goodwill gesture. But Mrs S and Accredited couldn't reach an agreement on what works were needed to effectively repair the damage. And ultimately, later Accredited withdrew its offer. As the complaint wasn't resolved, Mrs S asked our Service to look into things.

Our Investigator didn't uphold Mrs S's complaint. She said she found the evidence provided by Accredited more persuasive and the cause of damage wasn't covered by the policy. Mrs S didn't accept our Investigator's opinion so the complaint was passed to me to decide.

I issued a provisional decision in September 2025 which I've included a copy of below:

"I understand Mrs S has been through a very difficult time personally so I would like to thank her for taking the time to provide the detailed information she has to support her complaint. Based on everything I've seen so far, I intend to uphold this complaint as I don't think Accredited has declined Mrs S's claim fairly. I'll explain why.

When a policyholder makes a claim on an insurance policy, the onus is on them to show an insured peril most likely caused the damage. It's then for the insurer to consider the claim and either accept it or, show on the balance of probabilities that an exclusion applies. At the moment, I don't think Accredited has done that in this case.

Mrs S's policy provides cover for an escape of water from any fixed domestic water or heating installation. It doesn't seem to be in dispute in this case that the damage to Mrs S's caravan has been caused by an escape of water from a water installation in her property. So I'm currently satisfied she's claiming for damage caused by an insured peril.

Accredited says the damage to Mrs S's shower was caused gradually which led to the escape of water through the shower. It has pointed to the general exclusions of the policy terms which say it won't cover any claim for loss or damage caused by wear and tear or any gradually operating cause. So I think the onus is on it to show these exclusions reasonably apply. And I don't think it has in this case because the reports it's relied on seem to be based on very limited information and assumptions.

The inspectors who inspected Mrs S's property on behalf of Accredited hadn't stripped out the shower or carried out any investigative work underneath it. And it seems to me the conclusion of each report seems to be that the damage was caused by wear and tear because there's no evidence to suggest otherwise. I don't currently find these reports persuasive in this case.

The first report says the conclusion reached was based on the assessor not doing a full inspection. The second report says the conclusion reached is in the absence of any other evidence. And the findings of the third report are based on the assessor not being able to see any other remediation or strip out work had been carried out by Mrs S. So they didn't think her view that there was a different cause of damage had been substantiated. I note all of the reports imply Mrs S had continued using the shower, presumably causing further damage. But she says she didn't stay at the caravan and she didn't use the shower. So I think the reports are based on incorrect information here. Based on what I've seen so far, I'm not satisfied Accredited's reports reasonably support its position that the damage to Mrs S's caravan happened gradually or was caused by wear and tear.

Mrs S's view is that a leaky pipe caused damage under the shower which led to it collapsing, cracking the shower tray and allowing the [escape of water]. I accept Mrs S's reports are from, for example, the manufacturer of the shower and the manager of her caravan site. But they've explained their experience in these types of caravans and showers. And she's also provided information from several other sources including a plumber who inspected the damage who thinks it was caused by the leaking pipe. In any event, it's not for Mrs S to have to show the damage was sudden.

Overall, based on everything I've seen so far, I think Mrs S has given enough information to question the cause of damage Accredited has given. And I don't think the information Accredited has relied on shows it's more likely than not the damage happened gradually or the claim shouldn't be covered.

Even if the damage was caused by a leaking water pipe as Mrs S says it was, I know it's likely this damage would've happened over time so the claim could still be declined on strict application of the policy terms. But I don't think it would be fair for Accredited to decline the claim on this basis. I say this because the pipe which Mrs S says was leaking was within the wall behind the shower. And I've seen nothing which suggests to me that she could or should have noticed a leak was likely on-going before the flood in the bedroom was noticed so she'd have been in a position to stop the damage from getting worse, particularly as she says she wasn't staying at the property. Instead, I'm satisfied she acted as soon as she became aware of the water ingress. So I don't think it would be fair in this case for Accredited to rely on the gradual damage exclusion to decline the claim.

I note Accredited and our Investigator pointed to other exclusions in the policy which they considered applied in this case. These include an exclusion relating to loss or damage arising from seepage of water into Mrs S's home. But it currently seems to me this exclusion relates to storm claims only so I don't think that's relevant here.

I appreciate once Accredited reconsiders the claim, it may still be declined if there are any other policy exclusions that apply but I don't think that changes the level of distress and inconvenience Mrs S would've likely experienced so far at an already very difficult time for her. In particular, she's said she's been left to find the cause of the damage and I agree. I consider this would've caused her a great deal of trouble when I don't think she should've been put in this position. Based on what I've seen so far, I think it would be fair for Accredited to pay Mrs S £350 as compensation to make up for this.

To put things right in this case, I intend to direct Accredited to reconsider and pay Mrs S's claim subject to the remaining terms and conditions of the policy. I also intend to direct it to pay Mrs S £350 compensation to make up for the distress and inconvenience she's been caused."

I asked both parties to make any further comments for me to consider before I reach my final decision. Mrs S said she accepted my findings. She said she felt relieved after such a long and challenging time as she'd continued pursuing the complaint in order to secure a fair assessment of the situation which she thought I'd reached.

Accredited didn't accept my provisional findings. It said in summary:

- Water cannot damage a shower tray as its purpose is to collect it and allow it to safely drain. So it didn't accept a leak from a pipe could've caused the damage in this case.
- It didn't think it was likely water freezing and expanding could've caused the damage to the shower tray as it considers the water would've spread out and soaked into the floor under and around the shower tray over a period of time. It said the water wouldn't have been contained in one area, affecting the drain only and no other part of the shower tray.
- If water had frozen under the tray, it would expect the frozen, expanding water to lift the entire tray and damage the seals, not just the drain.
- The pictures of the bedroom floor show the escaped water had spread rather than remaining trapped under the shower tray. So it doesn't think Mrs S has proven a valid claim might exist.
- The policy terms don't cover damage caused by freezing and thawing.
- It's unlikely the damage was caused by freezing due to the time of year and the weather around the date of loss in August 2023. If damage had been caused due to freezing at a different time of year, Mrs S's guest would've noticed it on their previous visit to the caravan in July 2023 but they didn't.
- Mrs S says the water was drained down in the winter months and if that was the case, it wouldn't have been able to escape as she says it did.
- The policy terms say policyholders should take all reasonable care to limit loss or damage. This term is applicable whether the damage was caused by wear and tear or by water freezing and thawing.
- It considers the shower tray showed signs of wear and tear which is a gradually operating cause. Shower trays are made of plastic which can become brittle and crack.
- Mrs S's report says the crack could've been caused by a lack of support under the tray which implies the tray was in poor or wasn't correctly installed. And this isn't covered.
- Accredited wouldn't cause damage which the policyholder would need to repair themselves. It's the policyholder's responsibility to prove their claim is valid.
- From the evidence, it thinks the leak couldn't have occurred within the wall behind the shower until after Mrs S's guest used the shower and the water was switched back on. It doesn't think the damage caused is consistent with Mrs S's explanation of what's happened.
- It doesn't agree it should pay Mrs S compensation as it thinks it goes against the Financial Conduct Authority's principle of Treating Customers Fairly. All customers claiming for an escape of water are asked to locate and fix the leak as soon as they make a claim and provide an invoice for Accredited to validate the claim.

- Accredited did its own survey to assist Mrs S. So it thinks it has followed the correct processes and communicated the outcome of the claim in a timely manner. It considers the distress caused to Mrs S was due to the claim rather than the service provided.

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.

I've thought carefully about all of the comments I've received in response to my provisional decision. Having considered this alongside the rest of the information provided, I've decided to continue to uphold this complaint. I'll explain why.

Accredited has said it doesn't think Mrs S has shown she's making a valid claim. But the onus is on Mrs S to show, on the balance of probabilities that an insured peril has occurred. And I'm satisfied she has in this case. I'll explain why.

Mrs S thinks a pipe behind the shower wall has leaked and the water has caused the polystyrene base under the shower to deteriorate, eventually leading to the shower tray cracking. She's identified the leak and provided letters from a plumbing and heating engineer and a caravan specialist supporting what she's said. So I'm satisfied she's provided enough, on the balance of probabilities, to show an insured peril – the escape of water from the pipe – has occurred. Whilst I appreciate Accredited has said she's not proven she has a valid claim, I don't think that's for her to do after she's shown an insured peril occurred. It's for Accredited to show the exclusions it's attempting to rely on apply. And it hasn't done so here.

Accredited has said it's unlikely the leaking pipe caused the damage to Mrs S's shower tray because she said she turned the water off the year before the damage was discovered. But I haven't seen anything in the information I've been given from either side which supports what it's said here. I can see Mrs S has said she inspected and emptied the drains at this time but she hasn't said the pipes were drained until around August 2024.

In any event, even if the pipes were drained, Mrs S has said her caravan had two guest visits around a month apart, before the leak was identified. So, even if the pipe had only been leaking from the date of the first visit, it means it would've been leaking for around a month before the damage was discovered.

Accredited has said it would've been impossible for a pipe leaking for that amount of time to have caused damage to the base of the shower unit. But I note it's based its conclusion on the shower base being made out of wood whereas both Mrs S and the caravan specialist have said the base is made out of foam or polystyrene. And considering the water would've been leaking onto the base for quite some time – a month at the minimum – I don't think it's unreasonable to think this could've damaged or weakened a polystyrene base in that time. So I'm satisfied Mrs S is claiming for damage caused by an insured peril.

Accredited has focussed its comments in response to my provisional decision on whether or not it's likely water has escaped, frozen and expanded, causing damage. But I've looked at all of the evidence Mrs S has provided again and whilst one letter from the manager of her caravan site mentions she'd seen something similar previously in which water had frozen and caused damage, I can't see that this is the conclusion reached overall in this case.

Accredited has made many comments about the likely cause of damage in this case and it's listed many exclusions it thinks applies. But it needs to prove on the balance of probabilities that an exclusion applies and the claim isn't covered. And I don't think it's done so here.

Overall, the information Accredited has provided isn't supported by expert evidence or views, including all of the comments made in response to my provisional decision. Instead, it seems to be based on assumptions made. I'd also note again that the opinions of Accredited's assessor and inspector on the cause of the damage seem to be based on very limited information and they all say they've reached their conclusions on the basis of their being no evidence otherwise. So I don't find these reports persuasive and I'm not satisfied Accredited has proven the exclusions apply here and I don't think it's declined Mrs S's claim fairly.

I understand Accredited doesn't think it should have to pay Mrs S any compensation in this case. But I think it's provided her with a poor service which has caused her distress and inconvenience and I think it would've been very upsetting and frustrating to know the claim was being declined without fair reason.

Whilst I accept the onus was on Mrs S to show it's more likely that an insured event had occurred, I think Accredited has put her in a position where she's been required to prove the exclusions in the policy don't apply when it hadn't yet shown they had. And that's meant she's been left in a position where she's needed to get more information and evidence than she otherwise should've. Accredited has said it's part of the policy terms that customers need to identify and fix leaks and provide an invoice for it to validate the claim. But I can't see this in the terms relating to how to make a claim in the policy booklet, so I do think Accredited has put Mrs S in a position where she's been caused more inconvenience than she should've been.

Putting things right

To put things right in this case, I direct Accredited to reconsider and pay Mrs S's claim subject to the remaining terms and conditions of the policy. And pay Mrs S £350 compensation to make up for the distress and inconvenience she's been caused.

My final decision

For the reasons given, I uphold Mrs S's complaint and direct Accredited Insurance (Europe) Ltd to put things right by doing what I've said above. Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 10 November 2025.

Nadya Neve
Ombudsman