

The complaint

Ms H complains about Accredited Insurance (Europe) Ltd's decision to decline a claim made under her home insurance policy and about their handling of her claim when she reported it as a home emergency.

What happened

The background to this complaint is well known to both parties so I'll provide only a brief summary here.

Ms H has insurance policies underwritten by Accredited to cover her home and its contents and home emergencies.

She rang the home emergency number on 13 November 2024 to make a claim. She said she had a wet carpet and wet patches on the wall in her bedroom.

I'll come back to this call in more detail in the section below. Suffice to say for now that Ms H at first said she didn't know where the water was coming from, but later in the call said she suspected the roof was leaking.

Ms H was then told that because there wasn't an identifiable and accessible leak, she should contact the helpline for her home insurance (rather than home emergency) to make her claim.

After she did so, Accredited arranged for a surveyor to visit the property. An appointment on 18 November 2024 was cancelled because Ms H couldn't guarantee to be available throughout the day, but the survey was then carried out three days later.

The surveyor said that there was no evidence of an insured peril which might have caused the water escape or ingress. And so, Accredited declined the claim.

Ms H complained to Accredited about the information she received when she contacted the home emergency helpline.

In essence, she thinks her claim should have been dealt with as a home emergency. And she thinks temporary repairs should have been carried out immediately. She thinks it was wrong for the home emergency agent to tell her that her home insurance policy would deal with tracing and accessing the leak.

She also complained later about the decision to decline the home insurance claim and the handling of that claim in general.

Accredited issued two separate final responses to Ms H's complaints. In December 2024, they admitted she'd been misled about trace and access under her home policy. They also seem to suggest that a temporary repair may have been possible.

They offered £75 in compensation for their errors. And said they'd reimburse Ms H the £149.99 it has cost her to purchase a dehumidifier.

In April 2025, Accredited's final response said that a temporary repair to the roof wouldn't have been possible. But it had been wrong to say that a permanent repair was excluded by the policy. On that basis, they offered to pay up to the home emergency policy limit (£1,000) as a contribution to the cost of the repairs.

They also said Ms H's claim could have been handled better – and they ought to have more clearly advised Ms H to get her own temporary or permanent repairs carried out. On that basis, they stood by the offer to pay for the dehumidifier and increased the compensation offer to £150.

However, they maintained that the claim was correctly declined given the surveyor's conclusions about the causes of the damage to Ms H's property.

Ms H wasn't happy with this response and brought her complaint to us in May 2025.

She told us she'd had some repairs carried out to the roof in February 2025, at a cost of £1,320. She wants Accredited to pay for:

- a “*complete roof repair*” (her own words) costing £16,320 or more;
- losses she will incur in selling the property, which she calculates at £19,000 (plus any mortgage redemption fees and selling costs);
- personal possessions damaged by the water ingress (£10,000+);
- additional living expenses (£3,000+);
- loss of income due to her inability to work (£10,000+);
- medical expenses incurred and projected future medical costs; and
- compensation for severe emotional distress and reduced quality of life, plus long-term health consequences.

Our investigator looked into Ms H's complaint and thought it should be upheld in part.

He agreed that Accredited had made mistakes in the way they'd handled Ms H's claim. But he thought the claim was fairly and reasonably declined.

He said Accredited's offer to pay for the dehumidifier and pay £1,000 towards the roof repair costs was fair, but he felt they ought to increase the compensation offered from £150 to £350.

Ms H disagreed and asked for a final decision from an ombudsman.

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 think it's important, first of all, to set out some of the principles that underpin contracts of insurance.

One – contracts of insurance are not maintenance contracts. They cover damage or loss caused by certain events – often referred to as insured events or insured perils (fire, flood, theft, escape of water etc.).

They do not provide cover for repair or replacement of things that have become old and/or ineffective over time through wear and tear or by simply going beyond their shelf-life. Insured perils are set out (and in most cases defined) in insurance policies.

It's fair and reasonable to assume that if damage or loss is caused by something other than one of the listed insured perils, then there is no cover.

Two – when a policyholder makes a claim, it is for them to establish that they have suffered loss or damage *and* to show that the cause is an insured event or peril. If those things are demonstrated (by the policyholder), it's then for the insurer to prove that any exclusion or condition applies *if* they wish to decline the claim on that basis.

Three – it's fair and reasonable for insurers to assume that when a policyholder suffers loss or damage, they will take all reasonable steps to mitigate that loss or damage as soon as practically possible, as well as reporting the damage or loss as soon as it becomes evident.

Turning to Ms H's complaint now, her case here, in essence, is as follows.

One, the claim ought to have been accepted as a home emergency claim (and the roof repaired, at least temporarily) when she reported it on 13 November 2024.

And two, once it (wrongly, in Ms H's view) became a home insurance claim, it ought to have been accepted - and repairs carried out as soon as possible after she reported it – because it was clear there was -going damage to her home, her possessions, and her health.

Three, because Accredited didn't accept the claim (as either an home emergency claim or a home insurance claim), that led to repairs not being carried out, which caused on-going damage or loss – which she wants Accredited to pay for (see Ms H's list above) – up to (and possibly beyond) mid-February 2025 when she had her own contactor repair the roof so as to stop the ingress of water.

So, there are three main questions I have to answer in making this decision. I'll set out my thoughts on these questions below.

Should Accredited have dealt with Ms H's claim as a home emergency claim?

The terms of Ms H's home emergency policy say very clearly that cover is provided in "certain emergency situations".

They define an emergency as:

"... a sudden and unexpected event in your home, which means that immediate action is needed..."

And they point out:

"This policy does not cover everything that you might consider to be an emergency. It is not a maintenance policy...."

The policy goes on to say that roofing emergencies are covered, where there is:

"Sudden and unexpected damage to the roof of your home (for example, tiles blown off in bad weather) if damage has been caused (or is likely to be caused) to the inside of your home by water entering."

And they say Accredited will *not* cover:

"...water leaks that are caused by poor roof maintenance, blocked guttering or wear and tear."

When Ms H called the home emergency line on 13 November 2024, she initially said that her walls and carpet were damp, but she didn't know what was causing that. She didn't, in other words, point to any sudden and unexpected event which might indicate an emergency covered by the policy (see the definition above).

When it then became apparent, after some discussion, that the agent believed there was no emergency to which the policy could respond – indeed, no immediate or obvious cause at all – Ms H then said she believed the water was coming in via the roof.

Ms H didn't at any point indicate what sudden and unexpected event might have caused an emergency that needed immediate attention (in the terms of the policy) and/or the supposed damage to her roof.

Later, she told Accredited her roof was likely damaged by a named storm. But that storm occurred more than three weeks before Ms H made the call to the emergency helpline.

And whilst it was a named storm, it impacted other parts of the country much more profoundly than the geographical areas of Ms H's home. Indeed, weather reports show no storm wind speeds (or anything approaching storm conditions at all) in Ms H's area in the weeks before she called to make the claim.

The call became confused and disjointed, at least in part because the agent insisted that the reason the policy wouldn't respond was that the leak / point of water ingress had not been traced and made accessible. And she (wrongly) indicated to Ms H that the home insurance cover (available via a different helpline number) would include trace and access.

Accredited have admitted that the call wasn't helpful and that Ms H was misled by what their agent told her. Hence their offer to provide redress in the final response of April 2025. I'll come back to that offer in the sections below.

For now, however - and put quite simply - that call would and should never have ended with Accredited accepting or responding to a home emergency claim. There is no emergency here, as defined in the policy terms. Ms H was directed to use her home insurance cover and fundamentally, that was the correct outcome.

It follows that Accredited were under no obligation to provide any form of temporary repair as part of a response to a home emergency claim. They might have made that clearer in the call, but it wasn't unreasonable to assume that Ms H would likely be advised appropriately about temporary repairs when she made a claim under her home insurance – as she was being directed to do.

I also note that in Ms H's complaint to Accredited, she says – about the refusal of home emergency cover:

"I was forced to pursue this through my home insurance policy, resulting in the loss of my 30 years of no-claims bonus and an increased financial burden due to the excess charges. This decision has also exposed me to potential future premium increases, which could have been avoided if the Emergency Cover had been utilised as it should have been."

Ms H might have misunderstood about how previous claims are taken into account in home insurance premium calculations.

Leaving that aside, it's clear that her desire to have the matter dealt with as a home emergency claim is primarily motivated by what she believes the impact will be in terms of future home insurance premiums and in terms of the excess due in respect of the claim.

And in short, Accredited weren't obliged to deal with this as a home emergency claim just because Ms H wanted to avoid excess fees and/or future home insurance premium increases.

Are Accredited justified in declining the claim under Ms H's home insurance policy?

Ms H's home insurance policy covers storm damage and accidental damage (which she chose to add to the policy when she bought it). There are other insured perils (fire, theft etc.), but they would not apply in this case.

As I've set out above, there was no storm in Ms H's area in the period preceding her claim. And Ms H hasn't been able to identify any other possible accident (defined in the policy terms as a "sudden and unexpected" event) which might have caused damage to her roof.

When the surveyor attended, on 21 November 2024, they could find no evidence of any storm-related damage to the roof – or indeed damage caused by any other accident.

They also noted a number of issues which would lead to the conclusion that the damage had been happening over a period of time, rather than being related to a single and recent incident.

The surveyor noted that the original sealant on the windows appeared perished – with new sealant applied on top. They also noted salt marks on the brickwork externally.

Inside the house, there were damp marks in the lounge by the window. And the lounge wall had water marks and plaster which had deteriorated. The surveyor also said Ms H told them that mould had formed in the bedroom, but she'd cleaned it away. I'm aware Ms H now denies that there was any mould.

The surveyor also noted cracking in the external render of the property. Ms H thinks this is a red herring, given that the cracks had been repaired and weren't adjacent to the internal damp.

I don't have any reasons to disagree with Ms H's view on that particular issue, but I am persuaded that the other evidence indicates quite strongly that the damage to the home had been on-going for some time before the claim was made.

There is no other expert evidence to contradict the view put forward by the surveyor. And it's not unreasonable for Accredited to take into account, when deciding the claim, the surveyor's very firm view that the damage was gradual and had happened over a period of time, particularly given the evidence and explanation the surveyor provided to support their opinion.

I also note the details of the invoice provided by Ms H's roofer, when she had the roof repairs carried out in February 2025. It's been Ms H's contention that the water ingress was via slightly dislodged tiles in the roof verge (at the bottom, where it overhangs the gutter).

The invoice is for repairs to the verge, but also to the roof apex (or ridge), where it appears the tiles were removed – and I assume either re-set or replaced altogether. There are also repairs to the roof felt – with replacement of a section 3 to 4 metres long.

It appears that there were wider issues with the roof. And it wouldn't be unreasonable to suggest that indicates it had fallen into disrepair before Ms H made her claim.

In particular, it's very difficult to see how a 3 to 4 metre length of felt could become damaged (to that extent) by any one-off event or accident *unless* there had been severe disturbance to the roof tiles (allowing the weather to 'get at' the felt).

The photographs provided by Ms H clearly show no such disruption to the roof tiles. That would suggest the felt has most likely become damaged over time through a prolonged ingress of water.

The idea that the roof may have been in need of general repair is also supported by Ms H now asking for Accredited to pay for a "*complete roof repair*", as she puts it (see above).

Looking at all the evidence that was available to Accredited then, I'm satisfied that on balance it wasn't an unfair or unreasonable decision to decline the claim on the basis that there was no insured peril. The damage appears much more likely to have happened gradually over time due to maintenance issues with the roof.

Did Accredited appropriately – and early enough - help Ms H to understand that she might want to mitigate her losses by having repairs carried out herself?

Ms H holds Accredited responsible for the ongoing damage to her house, her possessions and her health, between the date when she made the claim (13 November 2024) and the date she had the roof repairs carried out (the invoice is dated 12 February 2025).

She says the repairs in February halted the ingress of water. And those repairs could - and should – have been carried out by Accredited in November 2024 when she made her claim.

I've set out above why I don't agree that Accredited were obliged to settle the claim – either as a home emergency or a home insurance claim.

However, they might still be responsible to some extent for some or all of the further damage to Ms H's property *if* they failed to make it clear to her that it was for her to arrange either temporary or permanent repairs to halt the water ingress as soon as possible, and so prevent further damage.

I've already said above why I think the original phone call on 13 November 2024 could have gone better. It's certainly arguable that Accredited's agent ought to have addressed the on-going water ingress and more clearly advised Ms H to consider temporary repairs to stop the water entering the property.

Instead, the call became rather fixed on the notion of how trace and access would be resolved, when that was barely relevant once it became clear that Ms H thought the ingress was via her roof. And that was despite the fact that Ms H, at the end of the call, was very strongly asserting that her property was being damaged by an on-going and significant ingress of water.

So, I agree with Accredited when they accept that the home emergency call should have gone rather differently, with a better and fuller explanation given to Ms H about exactly what was covered by her home insurance policy.

In a perfect world, the agent might have pointed Ms H to her home insurance policy terms, which make it clear that, in this kind of case, it is for the policyholder to:

"... carry out temporary repairs... necessary to reduce... further loss or damage".

I fully understand that the agent was on the home emergency helpline, but it isn't entirely unpredictable that queries like Ms H's might arise.

It's not unreasonable to think then that the agent ought to be able to explain how the two policies (home emergency and home insurance) relate to each other, how and when claims should be made under each, and what might be expected if the claim has to be referred to the home insurance claims process.

All of that said, I note that when Ms H first complained to Accredited, on 14 November 2024 (the very day after she made that call), she told them that because they hadn't dealt with the matter as an emergency, she'd be forced to hire her own surveyor and contractor to locate and mend the leak and then charge that to Accredited.

So, Ms H was clearly aware – by 14 November 2024 (presumably after she'd also spoken to the home insurance helpline, as she was directed to do) – that it was not only possible for her to arrange temporary repairs herself, but seemed inevitable that she'd have to do so because Accredited weren't intending to.

It was no doubt made clear to Ms H when she called the home insurance line that Accredited wouldn't be carrying out temporary repairs (as per the policy terms – see above).

The surveyor's inspection was initially arranged for 18 November 2024 (five days after Ms H first made her claim). It was re-arranged at Ms H's request and re-set for 21 November (when it was successfully carried out).

When they re-arranged the appointment, Accredited's e-mail (of 19 November 2024) confirming the new date said:

"... should you find it necessary to carry out any temporary repairs, please feel free to go ahead... kindly take detailed images both before and after the repairs and upload any associated invoices."

To summarise, I think it's evident that Ms H knew by 14 November 2024 that Accredited weren't intending to carry out temporary repairs to her roof. And she knew, by 19 November 2024 at the latest that Accredited would consider payment for any temporary repairs she had carried out *if* they accepted the claim.

The claim was then declined on 25 November 2024. And at that point, Ms H would or should have been aware that Accredited weren't intending to carry out any repairs at all – temporary or permanent.

I'm sure Ms H will understand why, in that context, I'm not going to hold Accredited responsible for the further damage to her home, possessions or health, which occurred between 14 November 2024 and February 2025, when she finally had the repairs carried out which were necessary to stop the on-going water ingress.

Putting things right

For the reasons I've outlined above, on balance, I don't think Accredited should have treated Ms H's claim as a home emergency claim.

Nor, on balance, do I think the decision to decline the home insurance claim – on the basis of the information Accredited had - was unfair or unreasonable.

And I'm satisfied Ms H knew very soon after making her claim that it was her responsibility to do whatever was necessary to stop the ingress of water.

So, I'm not upholding those elements of Ms H's complaint. And I'm not going to require Accredited to pay the sums Ms H has asked for in respect of the on-going damage allegedly done to the home, Ms H's possessions, and/or her health.

However, as Accredited have themselves admitted, their response to the claim call made by Ms H on 13 November 2024 was inaccurate, confusing and unhelpful.

For that reason, I am going to uphold this complaint in part. And I'll now address the question of compensation for Ms H.

In response to Ms H's complaint, Accredited offered £150 in compensation for Ms H's trouble and upset. They also offered to pay for the dehumidifier Ms H bought (£149.99), as a gesture of good will. And they offered £1,000 – which they say is the home emergency policy limit for roof repairs.

Accredited final response letters making those offers are at times unclear about exactly why they arrived at those sums. That's not helpful, but it doesn't alter the basic fact that Accredited have in essence offered Ms H £1,299.99 because of the errors they made in handling the phone call of 13 November 2024.

I am very sorry that Ms H has had these problems with water ingress at her property. I know that can be extremely stressful and worrying. I was also very sorry to hear that this may have exacerbated her on-going health issues.

I'm not going to interfere with Accredited's gestures of good will around the dehumidifier and the roof repair limit under the policy. They made these offers in good faith, I believe, and in recognition of Ms H's position at the time.

In this decision, I have to include those payments in what I'm requiring Accredited to do now to put things right, because they hadn't made those payments when the complaint was made to us – or indeed to date, as I understand it.

When I consider their other offer of £150 for Ms H's trouble and upset, I agree with our investigator that this is too low. And I agree that figure should be increased to £350.

The phone call of 13 November 2024 was unhelpful. The agent appeared to be determined to send Ms H off to the home insurance helpline as soon as possible and with the minimum discussion beforehand.

Whilst that might have been the correct route when all was said and done, the refusal to go beyond the idea that trace and access could only be resolved via the home insurance policy was entirely off the point – and inaccurate.

Ms H's questions and comments weren't properly addressed. And it clearly left Ms H very frustrated - and with the impression that the agent hadn't heard what she was saying.

If things had gone well in that call, Ms H would have known exactly why she was being referred to her home insurance policy, what that meant in terms of what might happen next (which was very unlikely to be trace and access) and that any temporary repairs were likely to be her responsibility.

Ms H was given that information, more or less, over the next few days, by the home insurance team, so the impact of the poor call wasn't long-lived. However, having listened to the call in full, I'm satisfied Ms H experienced quite significant frustration and worry as a result of the inaccurate and/or incomplete information she was given.

So, I believe that £350 is fair and reasonable compensation for the degree of trouble and upset Ms H experienced, primarily as a result of that call.

My final decision

For the reasons set out above, I uphold Ms H's complaint in part.

Accredited Insurance (Europe) Ltd must:

- pay Ms H £149.99 to reimburse the costs she incurred in purchasing a dehumidifier;
- pay Ms H £1,000 as a contribution to her roof repair costs;
- pay Ms H £350 in compensation for her trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 17 December 2025.

Neil Marshall
Ombudsman