

The complaint

Mr and Mrs F are unhappy that Accredited Insurance (Europe) Ltd (AIE) unfairly declined a claim for damage caused by an escape of water under their home insurance policy.

What happened

Mr and Mrs F say in mid-December 2024 they noticed damp patches around the shower area in their bathroom. Upon removal of the shower unit and panels they found significant damage to the wall and floorboards. They repaired the damage, replaced the shower unit and flooring. They got rid of the damaged items.

On 13 January 2025 they made a claim to AIE supported by photos of the damage and invoices. AIE declined the claim. It said its position had been prejudiced by Mr and Mrs F carrying out a permanent repair before it could inspect the damage. It also thought the damage had happened gradually and said gradual damage wasn't covered by the policy.

Mr and Mrs F referred their complaint to this service. I issued a provisional decision explaining why I wasn't minded to uphold the complaint. An extract from my provisional findings is set out below:

"Mr and Mrs F's policy contains the following conditions:

*"If **you** need to make a claim under this policy, **you** must do the following:*

- 1. Contact **our** claims team to provide full details of **your** claim. Do this as soon as possible and always within 30 days...*

***You** may carry out any temporary repairs that are necessary to reduce any further loss or damage but do not carry out any permanent repairs without first getting **our** written permission. **You** must not destroy or get rid of any damaged items without **our** agreement, as **we** may need to inspect them. If **you** fail to meet one or more of these conditions, **we** will refuse to pay the claim or pay only part of the claim."*

The reason for such a condition is that it allows an insurer to validate the claim and, if it accepts it, to manage costs. AIE has alleged that Mr and Mrs F prejudiced its position by having the repairs completed before it was able to inspect the damage. I would normally expect a policy holder to contact the insurer first before stripping out a bathroom rather than waiting until almost a month later. Mr and Mrs F were however able to provide AIE with some photos of the damage.

Mr and Mrs F said that when the bathroom fittings had been stripped out, they could see a lot of water damage to the wall behind the shower and floorboards. AIE says the photos didn't give it the full extent of the damage as you can't fully determine damp to walls and woodwork by a visual inspection only and you need a physical inspection for that. Because the bathroom fittings had been disposed of, it was also impossible for AIE to see where the leak had come from.

AIE was concerned that the damage had been going on for a long time and that appropriate action about it hadn't been taken as early as it should have been done. Its surveyor noted from the photos that there had been mushrooms growing in the bathroom. There were also rust stains on the shower panel which might have been caused by a gradual leak from the chrome mixer unit above. In the light of this I don't think it was unreasonable of AIE to say that the strip-out of the bathroom and the disposal of the fittings has prejudiced its ability to validate the claim.

I can understand the reasons why Mr and Mrs F wanted their bathroom repaired quickly. But I think they should at least have waited until AIE had the opportunity to inspect the damage. After all, it's for them to prove the claim they were making. I also note that AIE instructed a surveyor on the same day that it was notified of the claim although it later cancelled the instruction as there was nothing for the surveyor to inspect. So I'm not persuaded that there would necessarily have been any undue delay on AIE's part.

I'm sorry to disappoint Mr and Mrs F but I provisionally think that AIE's position has been prejudiced as it was prevented from properly validating the claim. I think in the circumstances AIE didn't treat them unfairly by declining their claim."

In response Mr and Mrs F said they contacted AIE on 16 December to make a claim under their home emergency policy. They were told to arrange for a permanent repair before the claim could progress. They took immediate action to arrange a permanent repair of what was their only working shower for a family of five. When they discovered significant damp and rot behind the shower, it became an urgent health and safety issue. They felt it was inconsistent of AIE to say its position had been prejudiced when it relied on the photos they had supplied to reach conclusions about the damage.

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.

Mr and Mrs F had two separate policies with AIE. One policy covered buildings and contents and is the one under which they claimed for repairing the damage to their bathroom. The other was a home emergency policy. The home emergency policy covered certain home emergency situations where immediate action was required to prevent damage or further damage to the home.

It was in the context of a potential home emergency claim that AIE gave the following advice in an email to Mr and Mrs F:

"Advice

-Move unaffected furniture and contents from the affected room/area to a dry location or lift the contents onto a suitable platform to raise out of water.

-Use a water vacuum to vacuum up any excess water. If you do not possess one of these then you can purchase one and we can look to reimburse the cost to you as part of your claim.

-If you only had a temporary repair completed then you will need to arrange for a permanent repair to take place before we are able to progress with your claim.

We would like to advise that under the terms of your policy you are liable to get the leak fixed."

However the damage that Mr and Mrs F had noticed wasn't the sort of emergency situation covered by their policy which required immediate action although I appreciate why it needed

to be dealt with speedily. They had damp patches around their shower area but water wasn't spouting from a pipe. The type of repair envisaged under a home emergency policy would be, for example, a permanent repair of a leaking pipe as opposed to, say, putting a patch over a hole in the pipe. I don't think it was reasonable for Mr and Mrs F to interpret the above advice as giving them free rein to replace their shower unit and damaged flooring although I appreciate the urgency of the situation for a family of five with only one shower.

AIE said its surveyor had attempted to validate the claim from the photos Mr and Mrs F had supplied. In some photos there was evidence of fungal growth which its surveyor thought indicated a gradual leak. But they also noted that there were no photos of the entire bathroom to show what it was like prior to the incident. In particular they couldn't see the flooring that had previously been in the bathroom and whether it was damaged. They also couldn't see what had caused the leak. So regardless of whether AIE was entitled to rely on the gradual damage exclusion to decline the claim, I think it was entitled to rely on the policy wording quoted in my provisional findings to decline the claim on the basis that the policy terms had been breached and that had affected its ability to assess the claim.

My final decision

For the reasons explained above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs F to accept or reject my decision before 27 December 2025.

Elizabeth Grant
Ombudsman