

## The complaint

Mr and Mrs O complain that Accredited Insurance (Europe) Limited ('Accredited') has unfairly rejected their home insurance claim for accidental damage to their septic tank. Mr and Mrs O are also unhappy with the insurer's claims handling.

## What happened

The parties are familiar with the background to this complaint, so I don't intend to set it out in detail here. In summary, the septic tank in Mr and Mrs O's garden has failed. This was first noted in January 2025, when a claim to Accredited was made.

Mr and Mrs O did some garden landscaping works involving the removal of a garden wall in or around August 2024. They consider that the tank may have been damaged through their use of a 2.7 tonne digger and a dumper trailer in the area of the septic tank around that time. They've said the tank was working fine before then.

Accredited have sent out two different engineering contractors on at least three occasions. Mr and Mrs O have been frustrated along the way by the time that their claim took to deal with, the lack of updates and the repeated requests for information that had already been provided. They don't think that a proper investigation has been done and feel that the claim has been unfairly declined on the basis that they didn't take reasonable care to protect the septic tank from damage whilst the work was being done in their garden.

Our investigator considered the complaint but didn't think that it should be upheld. She found that Accredited hadn't acted unreasonably when relying on the terms of the policy that provided for customers to take reasonable care to prevent a loss.

Mr and Mrs O didn't agree. They think that given the domestic context of them using the digger and that because its weight wasn't as large as had originally been thought (2.7 tonnes and not 5 tonnes), they shouldn't be held responsible for failing to protect the tank from damage. They say that there's no visible indication of its exact position and that the first experts sent out by Accredited also couldn't identify the connecting pipework and soakaway, so why should they have been expected to.

Mr and Mrs O have said that the tank was working fine prior to the suspected incident that they think caused the damage, and there's no evidence to show that it would have failed in any event. So, they don't think wear and tear is an issue either. They also said that they remain unhappy with the claims handling by Accredited.

Mr and Mrs O asked for an Ombudsman's decision. So, the matter has come to me for review.

## 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'm sorry to disappoint Mr and Mrs O, but I've reached a similar conclusion to that of the investigator and won't be upholding their complaint. I'll explain why.

May I start by saying that I can completely appreciate why Mr and Mrs O are unhappy about the situation they've found themselves in. This cannot have been at all easy for them. I

understand from Mr O that this is the first insurance claim he's had to make, and he's been unhappy with the experience he's had with Accredited and its agents.

I'm grateful to the parties for the evidence that they've provided, which I have considered carefully. This Service is intended to be informal, so the parties should please not take any offence if I don't mention something that they consider to be important. I have considered everything, but I shall focus on the main reasons for reaching the decision that I have.

### Customer Service

Insurance claims are, by their very nature, often quite stressful. And it's important to distinguish the inevitable stress caused by the loss giving rise to the claim, from the claim itself.

This claim has, however, been made more stressful by the actions of Accredited and its agents in not keeping Mr and Mrs O updated and asking them for copies of information that they'd already provided. The claim has also taken a considerable amount of time to progress, although the actual periods of delay have been partly as a result of the need to get two different experts out to provide opinions on the cause of damage, and the time between those visits.

When the claim was first made, Mr and Mrs O hadn't mentioned the use of machinery, and this only came to light after the first contractor had attended twice. A new contractor was then appointed, and they provided a more detailed report on what they considered to likely be pre-existing problems with the septic tank, in part due to the depth at which it was situated and the weight of soil around it. They also said they couldn't rule out that the machinery used by Mr and Mrs O may have added to the tank's failure.

Accredited initially upheld Mr and Mrs O's complaint in part, awarding £100 compensation for failings in customer service when dealing with the claim. But they thought that they were correct to first turn down the claim on the basis that no accidental damage had been shown. Following the attendance of the second contractor and a further complaint, Accredited declined the claim for lack of reasonable care being taken to avoid a loss. Following this, there was further correspondence regarding the weight of the digger, which Mr O had originally said was 5 tonnes and later revised this to 2.7 tonnes. But Accredited didn't change its position.

Having considered the customer service aspects of Mr and Mrs O's complaint, I agree that Accredited haven't handled this claim as well as they could have done. There do appear to have been a lack of updates and Mr O had to chase for information on a number of occasions. But there have also been instances here of information being provided along the way that will have needed to be re-considered. This also isn't a simple claim, and so it's not unusual to find that time is needed for reports to be looked into and decisions made.

So, whilst I think that Accredited could, and should, have done better here, it has recognised its failings and apologised. I agree that £100 is appropriate compensation for the distress and inconvenience, over and above that usually related to a claim of this type, that this will undoubtedly have caused Mr and Mrs O.

### Claim Decision

As I said above, this is quite a complex claim. Given the way the tank has been buried in Mr and Mrs O's garden, it's at a significant depth – approximately 4 metres to the bottom. This meant that Accredited's experts initially struggled to identify the cause of the damage. They also didn't know about the use of a digger in the area until after their second visit.

I appreciate that Mr O thinks that they carried out a poor inspection, and I understand why he thinks this, given their need to re-attend and the lack of equipment used. But given they weren't aware that there was a digger involved that may have caused the damage, there will

have been little evidence at the time that an event had occurred that may be insured under the policy in any event.

For an accidental damage claim to successfully be made, Mr and Mrs O must show that a one-off event is the likely cause of their loss.

Accidental damage is defined in the policy as: '*Sudden, unexpected and physical damage which:*

- i. happens at a specific time; and*
- ii. was not deliberate; and*
- iii. was caused by something external and identifiable.'*

The relevant insured peril in the policy is '*Accidental damage to mains services.*' This provides that Accredited will '*pay the costs of repairing accidental damage to underground pipes, tanks, cables and services (including their inspection covers) that reach from the buildings to the public supply and septic tanks, which you are legally responsible for.*'

The policy term goes on to say that Accredited doesn't cover, amongst other things '*loss or damage due to wear and tear or gradual deterioration; and loss or damage caused by gradual deterioration which means an installation has reached the end of its useful life.*'

The policy also provides that '*You must take all necessary and reasonable steps to prevent or limit any accident, injury, loss or damage to your buildings and contents or liability to others....*

*If you make a claim under this policy and we decide that the loss, damage, liability, cost or expense that led to the claim was caused or made worse by you failing to meet your obligations under this clause, we may refuse to pay the claim or we may reduce the amount of any payment we make for the claim, pay only part of the claim or we may cancel your policy.'*

So, in order for Mr and Mrs O to make a successful claim, they have to first show that there was a one-off incident that caused the loss. Mr and Mrs O have not provided us with any report from an expert of their own to indicate what the cause of the loss was. But they've surmised that it may have been down to the use of the digger and dumper trailer last year when removing a wall from their garden. They've also said that their local tank emptying contractor thought that there must be a crack in the tank, as there were signs of debris in the tank itself and the tank started to re-fill immediately after emptying (and that this wasn't as a result of anything coming from the inlet pipe).

Accredited's first expert didn't know about the use of machinery and couldn't find any evidence of a sudden and unexpected one-off event that had caused the damage. Once the use of the digger became known, Accredited instructed a second expert to attend. Their report is more detailed, and despite not being able to pinpoint the cause of the damage, they indicated that the tank had possibly been affected over time by the weight of soil around it. They thought that the level of the garden had possibly been raised after the tank's installation in around 1995, and that the top of the tank was showing signs of distortion. They also couldn't rule out that the digger may have also had an effect on its ultimate failure.

So, the cause of the damage is in dispute. On the basis of all the evidence provided, it appears that there have been two possible causes. The first is the age of the tank and the effect the weight of the soil had on it over time, and the second is the use of the digger and dumper trailer. The second expert has said that the tank was likely nearing the end of its natural life. It's around 30 years old. And the weight of soil here does appear to be quite significant, given the depth of the tank. But it also appears that the second expert accepts that the digger could also have done some of the damage too.

Accredited have similarly accepted that the digger may have been responsible for at least some of the damage. But they rely on the 'reasonable care' term of the policy that I've set

out above. There's been debate about what the actual weight of the digger was. It appears to now be accepted that this is 2.7 tonnes, rather than the 5 tonnes that Mr O originally thought.

Accredited have said that for a digger of this size, Mr O should have had a licence, although I've not been provided with any evidence to show that one was required. So, I've made my decision on the basis of what I think it's fair and reasonable to have expected of Mr O, as a consumer, when using the digger and dumper trailer in his garden.

Mr O has said that the experts appear not to have been able to easily establish the exact make-up of his septic tank and where the outlets to any soakaway were. But I consider that it should have been quite clear to everyone, including Mr and Mrs O, where the septic tank itself was situated. Septic tanks generally need emptying periodically and homeowners will normally know where they are. I haven't seen anything that would make me think differently here.

I've found that there were two possible causes for the damage. One wasn't insured – the weight of soil and the age of the tank that led to its failure over time. The other – the weight of the digger - would have been insured, although Accredited rely on the 'reasonable care' requirements of the policy. Having considered this carefully, I've decided that Accredited haven't acted unfairly or unreasonably when relying on that clause to deny Mr and Mrs O's claim.

I consider that a reasonable consumer, knowing where their septic tank was, would not have been acting reasonably when allowing a digger and/or laden dumper trailer to drive over it. It's possible that due to the weight of soil, the tank may have failed at some point in any event, but its demise appears to possibly have been hastened here by the work done in the garden. The tank reaching the end of its natural life, or any long-term damage done to it over time by the weight of soil is not covered by the policy. But I also don't consider reasonable care was taken here by Mr and Mrs O in allowing the digger to be driven over it either.

I appreciate that Mr and Mrs O will be disappointed with my decision, but I have to assess the evidence impartially, and I'm afraid that this isn't a case where I think Accredited have acted unfairly or unreasonably in making the decision that they have to decline this claim.

## **My final decision**

It's my final decision that Accredited Insurance (Europe) Limited need not do anything more than they have already offered to do. If they have not already, they should pay Mr and Mrs O £100 compensation for the distress and inconvenience caused by their communication failings in handling the claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O and Mrs O to accept or reject my decision before 6 January 2026.

James Kennard  
**Ombudsman**