

The complaint

Mr and Mrs M have complained that Accredited Insurance (Europe) Limited ('Accredited') declined their claim under home insurance policy following damage to their shower tray. For the avoidance of doubt, the term 'Accredited' includes its agents, contractors, and representatives for the purposes of this decision letter.

What happened

The shower tray in Mr and Mrs M's bathroom was damaged in April 2023. They made a claim for the damage to Accredited as they had a home insurance policy with Admiral at the relevant time. Mr M said that the incident occurred when Mrs M was getting out of the shower and the shower tray was accidentally cracked, which in turn resulted in water staining to the ceiling below. Mr and Mrs M wanted Accredited to replace the shower tray and to repair the ceiling. Accredited declined the claim as it considered that the damage had been caused by wear and tear under an exclusion in the policy.

Mr and Mrs M were unhappy with the insurer's decision and referred their complaint to this service. The relevant investigator didn't uphold Mr and Mrs M's complaint. She concluded that Accredited had acted fairly and reasonably in determining that damage to the shower tray was excluded under the policy due to wear and tear. She noted that Accredited had offered to consider the ceiling staining should Mr and Mrs M wish to pursue this option.

Mr M was very unhappy about the outcome of the complaint. The matter has therefore been referred to me to make a final decision in my role as 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've also considered the submission of the parties as summarised below. Mr M said that the incident occurred when Mrs M *'was getting out of the shower when somehow accidentally she cracked the shower tray which in turn resulted in water going through the ceiling into our kitchen.'* As Mr and Mrs M had 'accidental damage' and 'escape of water' cover in their policy, they considered they had a valid claim.

Mr and Mrs M said that the surveyor appointed by Accredited was very uninterested and rude and spent less than five minutes at their house. Having looked at the damage, the surveyor said that he would need to get some prices for the repair and left. Soon afterwards, Accredited left a telephone message with Mr and Mrs M to say that their claim had been declined. Mr and Mrs M were clear that the damage was accidental as it was unintentional and resulted in the shower being unable to perform the task it was designed to do. Mr and Mrs M also considered that Accredited had failed to send the required acknowledgment to comply with relevant complaint timescales and was generally very unhelpful. They said that everything had been done by Accredited via phone, voicemail, or its online portal, so Mr and Mrs M couldn't get documents very easily.

In Mr and Mrs M's complaint to this service in June 2023, they said that Mr M had needed to take time out of his work day to chase Accredited. They still hadn't been able to fix the shower tray and didn't have a bath in the house. Due to work commitments, the shower was required on a daily basis. Mr and Mrs M said that the stress caused to the household had been immense and highlighted the family's health and other circumstances. They wanted Accredited to honour the claim, pay compensation for the stress and time it had caused them, to admit service failures and to provide appropriate staff training.

As to the surveyor's view that the shower wasn't in good condition, Mr M said the apparent condition was superficial as he hadn't been able to clean the shower since the incident, for fear of making it worse. As to the policy wording, Mr M said that *'The ambiguous wording including the use of wear and tear for anything is not acceptable.'* He thought that accidental damage was physical damage that happened out of the blue and was not done on purpose. He thought that discrimination had occurred here.

I now turn to the Accredited submissions in relation to this matter. It referred to its surveyor's report dated May 2023 as follows *'Acrylic shower trays are durable but do degrade over time and eventually fail. Looking at the condition of the shower tray this splitting has been caused through long term wear and tear.'* From a review of the surveyor's photographs, Accredited said that *'the shower tray is seen to be in a very poor condition. All building materials will eventually fail, and this is what has happened on this occasion.'* It then referred to the specific exclusions in the terms and conditions of the policy. It said that it was able consider the staining damage to the kitchen ceiling under additional accidental damage, but also said that it was likely that this work would fall below the cost of the excess under the policy.

I've also considered the surveyor's report from early May 2023. This recorded that the bathroom in the property was in poor condition and new sealant was required around the shower tray. It also noted that *'The insured confirmed that nobody had fallen on it.'* It confirmed that the shower tray had split and that the insured had covered this with tape. It said that *'Acrylic does degrade over time dependent on cleaning materials and eventual[ly] fails.'*

The starting point for determining complaints of this nature is the wording of the policy itself. The policy terms and conditions refer to the definition of *'Accidental damage'* as follows, *'Sudden, unexpected and physical damage which, happens at a specific time, was not deliberate; and was caused by something external and identifiable'*. As to relevant exclusions under the policy, this includes, *'...gradual or maintenance-related loss or damage – wear and tear...gradual deterioration (whether you were aware of it or not)...costs that arise from using or maintaining your buildings and contents normally.'*

Having considered, the policy schedule, I'm satisfied that Mr and Mrs M had cover for accidental damage under their policy. However, I consider it likely that the damage which appeared in this case was due to gradual wear and tear or gradual deterioration rather than due to a sudden and unexpected event. Unfortunately for Mr and Mrs M, policies don't cover for damage in all circumstances, and the exclusion clause in question is a standard clause found in home insurance policies.

Mr and Mrs M considered that the split in the shower tray had been sudden and unexpected. Mr M said that the incident occurred as his wife *'was getting out of the shower when somehow accidentally she cracked the shower tray'*. In the circumstances, no evidence has been offered by Mr and Mrs M as to the exact circumstances of any dramatic split. There's no reason to believe that the damage was deliberate, however from Mr M's own evidence, there was also nothing *'external or identifiable'* as per the terms of the policy to account for this damage.

In the absence of any evidence to explain such accidental damage, we are usually persuaded by professional evidence such as the evidence of the surveyor in this case. He was clear that *'Acrylic does degrade over time dependent on cleaning materials and eventually fails'* and also, *'Looking at the condition of the shower tray this splitting has been caused through long term wear and tear.'* This may suggest that the shower tray had suffered weakening or hairline cracks over a period and that normal usage of a shower will eventually have led to a split in the structure. Therefore, in the absence of any persuasive evidence from Mr and Mrs M to suggest anything to the contrary, this provides the most authoritative expert evidence as to the likely cause of the damage in this case.

The photographic evidence supports the report produced by the surveyor. I appreciate that Mr M said he hadn't wished to clean the shower in the interim period before the surveyor visited the property. Notwithstanding this however, the photographs indicate that the shower tray was in poor condition and exhibiting signs of wear and tear and appeared to have reached the end of its useful life.

I now turn to the service issues experienced by Mr and Mrs M. I've no reason to doubt Mr M's impression that the surveyor's visit had been cursory or that he felt that staff had been unhelpful. Also, I have no reason to doubt that the surveyor may have given an initial impression that the damage would be covered by stating that he would need to obtain prices for the repair. Nevertheless, this doesn't alter my final determination that Accredited has generally acted in a fair and reasonable manner. I'm satisfied that Accredited provided its formal decision to decline the claim soon after the surveyor's visit. I agree however that it wasn't ideal for an important message about the decline of a claim to have been left in a voicemail message. I trust that Accredited will now take on board improvements which it can make to its services in the light of Mr and Mrs M's experience.

In conclusion, I appreciate Mr and Mrs M's disappointment and exasperation in relation to the way in which Accredited handled this matter. Unfortunately for Mr and Mrs M however, I can't say that Accredited acted in an unfair or unreasonable manner. As to the ceiling damage, I also can't say that Accredited acted in an unfair or unreasonable manner in stating that it was able to consider this damage, but that the repairs were likely to fall below the cost of your excess. However, this is a matter which Mr and Mrs M may wish to revisit with their insurers, once the likely cost of the work is established.

My final decision

For the reasons given above, I don't uphold Mr and Mrs M's complaint and I don't require Accredited Insurance (Europe) Limited to do anything else in response to their complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 7 December 2023.

Claire Jones
Ombudsman