

## **The complaint**

Mr and Mrs R complain that Accredited Insurance (Europe) Ltd (Accredited) unfairly declined their claim following an escape of water, under their home buildings insurance policy.

References to Accredited include its agents.

## **What happened**

In February 2023 Mr and Mrs R noticed their living room carpet was damp. Initially they thought something had been spilt. However, after a few days they noticed dampness behind their sofa that backed onto the bathroom wall. They noticed the wall and floorboards were also wet. They contacted their home emergency policy provider but were told it wasn't an emergency and to contact their home insurance provider instead.

Mr and Mrs R say that after a few conversations with Accredited, a female adviser told them to remove unaffected furniture and contents from the area. This was to minimise any further damage. They were told to arrange a contractor to trace the escape of water and to get repairs done to prevent further damage. Mr R says he repeated this information back to the agent. He recalls being told to go ahead and get the repairs done and to take as many photos as he could.

Mr and Mrs R say they later spoke to a male adviser who said they shouldn't have been told to carry out the repair work. They now realise they should've waited for Accredited's surveyor to validate the claim before completing the repairs.

In its final complaint response Accredited says the first stage of the validation process is to determine the cause of the damage. It says its surveyor found that works were underway in Mr and Mrs R's property and were almost complete. This meant the cause of the damage couldn't be identified and so the claim couldn't be validated. Accredited refers to its policy terms that say temporary repairs can be carried out to reduce further loss, but permanent repairs shouldn't be completed without first getting its written permission.

Accredited says Mr and Mrs R have breached the terms of their policy. As a result, it says it can't clearly assess the damage or if this was caused by the incident. This is why it declined the claim.

Mr and Mrs R didn't think they'd been treated fairly and referred the matter to our service. Our investigator didn't uphold their complaint. He says their policy terms tell them not to carry out any permanent repairs and not to destroy or get rid of damaged items without Accredited's agreement. Our investigator asked the business to provide call recordings from its contacts with Mr R. Accredited responded to say it had no record of these calls.

Our investigator concluded there was no evidence to support Accredited's agent having given incorrect advice to Mr and Mrs R. Because of this he didn't think the business had treated them unfairly.

Mr and Mrs R maintain that they were treated unfairly and asked for an ombudsman to

consider their complaint.

It has been passed to me to decide.

### **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.

Having done so I'm not upholding Mr and Mrs R's complaint. I'm sorry to disappoint them but I'll explain why I think my decision is fair.

I can see that Mr and Mrs R's policy covers them for damage resulting from an escape of water. The terms also say:

*"Claims procedures and conditions*

*5. 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."*

I think it's reasonable to expect that Accredited needs the opportunity to inspect any damage relating to a claim. This allows it to confirm whether the incident claimed about comes under an insured cause, and determine what cover is available under its policy.

I've read the surveyor's report from the site visit. It says at the time of the inspection the plasterboard wall, and stud, had been removed between the living room and the bathroom. The wall in the living room had been skimmed and plaster boarded. In addition, the bathroom had been re-tiled, vanity units fitted, and a new shower tray was in place. As a result, the surveyor comments that neither the damage nor the cause of the claim could be inspected.

I've seen the photos and videos Mr and Mrs R provided. I can see this information was passed to Accredited. It says this doesn't show the cause or the original damage. I agree with what it says.

I've thought about Mr and Mrs R's recollection of the call with Accredited's agent when they were told to carry out repairs. As discussed the business couldn't identify having received any calls from Mr and Mrs R. But I've seen the itemised phone records they provided. This shows two calls to Accredited's phone number on 13 March 2023. The first call lasted one minute twenty seconds. The second lasts six minutes 30 seconds. Mr and Mrs R also refer to calls they made on 10 and 11 April. I can see a record of these calls as well. However, it's the call in March when they say they were told by Accredited's agent that they should complete the repairs.

I asked Accredited why these calls weren't available and whether written notes were made relating to these contacts. It responded to say it had now managed to locate a copy of the call when Mrs R first reported the claim. I've listened to this call which lasts just over five minutes. Mrs R explains that a pipe has been leaking for some time, and someone has been out to look at it. She says that water has come through the living room wall. Accredited's agent says this will be considered an escape of water claim. She says Mrs R's first port of call is to get a plumber to repair the leak. The agent explains that once the leak is repaired Mrs R can then complete a claim form online.

During the course of this call Accredited's agent repeats the instruction several times that

Mrs R must first arrange for a plumber to repair the leak. Mrs R clarifies with the agent that she is responsible for paying the plumber. The agent says her policy covers access to the repair but not the repair itself. Mrs R says, "*I think I've got all that*". She then asks about taking photos. The agent responds that she should take photos and says, "*you can never take too many to help your claim*".

I've seen the email Accredited sent to Mr and Mrs R when they completed their online claim on 27 March 2023. This says unaffected furniture should be moved to a dry location. It also says if only a temporary repair has been completed, a permanent repair should take place before the business is able to progress the claim. The email says Mr and Mrs R are liable to get the leak fixed and provide a cause of damage report in order for it to validate their claim.

Having considered this information I think it was made clear to Mr and Mrs R that they should arrange for the leak to be repaired. But I don't think they were told to repair the damage that had resulted from the leak.

During the first notification of loss call Mrs R was told to repair the leak before submitting a claim online. The email Mr and Mrs R were subsequently sent confirms the leak should be fixed and information provided so the claim could be validated.

I understand Mr and Mrs R's recollection that they were told to carry out the full repairs. But I don't agree that they were told to do this. Both Accredited's email and the telephone discussion confirm the leak should be repaired, but that the claim for the repairs required validation.

Having considered all of this, although I'm sorry Mr and Mrs R have had to pay for the repairs themselves, I don't think Accredited treated them unfairly when declining their claim for the reason it gave. So I can't reasonably ask it to do anymore.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Mrs R to accept or reject my decision before 8 February 2024.

Mike Waldron  
**Ombudsman**