

## **The complaint**

Mr C and Mrs C have complained that Accredited Insurance (Europe) Ltd ('Accredited') unfairly declined a claim under a home insurance policy.

I'm aware Mr C and Mrs C are represented in this complaint but, for ease, I will only refer to them.

## **What happened**

Mr C and Mrs C were having some building work carried out and found some water damage. So, they contacted Accredited to make a claim. Accredited considered the claim and declined it because it said the damage was the result of wear and tear or poor workmanship.

When Mr C and Mrs C complained, Accredited maintained its decision to decline the claim. So, Mr C and Mrs C complained to this service. Our investigator didn't uphold the complaint. She said it was reasonable for Accredited to decide an insured event hadn't taken place and that there wasn't cover under the policy.

As Mr C and Mrs C didn't agree, the complaint was referred to me.

## **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 don't uphold this complaint. I will explain why.

The policy provided cover for:

*"Water escaping from or freezing in any fixed domestic water system or heating system, washing machine, dishwasher, refrigerator, freezer or fixed fish tank in the home."*

When Accredited reviewed the claim, it did this based on photos and other evidence Mr C and Mrs C provided of the damage. It found that the water ingress had been through the grout or sealant in the shower, which had been an ongoing issue that had caused wider damage, including to a bedroom. Mr C and Mrs C also provided a report from the builder who carried out the repair work. This said he thought there was insufficient support in the form of noggins under the tray which might have left it liable to excess movement.

It isn't entirely clear whether or not Accredited accepted there had been an escape of water that met the description the terms of the policy. I'm not persuaded that water escaping from a shower in the way described was from a fixed domestic water system, which would mean there wasn't cover under this part of the policy. However, regardless of this, two pre-existing issues were identified, both of which were excluded under the policy. These were faulty workmanship and the failure of grout and/ or sealant. Mr C and Mrs C also had accidental damage cover. However, this type of cover doesn't apply to damage that happens gradually, which is what was identified for this claim. The insurance covered one-off insured events. I

haven't seen evidence that persuades me the circumstances of this claim were covered by the policy or that it was unreasonable for Accredited to decline it.

I'm aware Mr C and Mrs C disagreed that the grout and sealants had failed and said they kept them in good order. They also said their builder was "*belts and braces*" and put in significantly more structure than some might. They said the supports were sufficient from the outset and it was the builder's choice to bolster them to his own more exacting standards. However, I think it was reasonable for Accredited to rely on its findings and the information provided by Mr C and Mrs C's builder.

As a result, I don't uphold this complaint or require Accredited to do anything further.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 27 November 2023.

Louise O'Sullivan  
**Ombudsman**