

## **The complaint**

Miss H complain about Accredited Insurance (Europe) Ltd (Accredited) declining a claim under her home insurance policy for damage to her property from flooding.

References to Accredited include their agents who administer the policy and assess claims.

## **What happened**

In December 2022 Miss H was abroad over the Christmas period, when she received an email reminder her home insurance policy was due for renewal. She took out a new policy with Accredited, the Policy Schedule indicating the policy began on 30 December at 5.00pm. However, on the same day there was flooding in the area of Miss H's property from a nearby stream that burst its banks, which she was unaware of until a relative contacted her a few days later, when they managed to get into the village where the property (a bungalow) was located. The property was flooded, affecting every room, with floodwater up to a metre high.

Miss H tried to contact Accredited from her location abroad to lodge a claim, but she couldn't access their website and phoning was very expensive. On her return to the UK at the start of January she contacted Accredited to lodge her claim. Accredited appointed a firm (T) to visit the property and assess the damage, which they did at the beginning of February. Contents were removed from the property by a firm (C), including items Miss H said weren't damaged by the flood, and put in a skip the local council provided for residents affected by the flood. Separately, contractors arrived at the property with drying equipment and stripped down walls to enable drying to take place.

Miss H chased Accredited for progress with her claim but Accredited raised an issue about the dates of the flood and when Miss H's policy started. When she first contacted Accredited to tell them about the loss, she said the date of the incident was 3 January 2023, but later said it was 30 December 2022. When asked why she changed the date, Miss H said 3 January was when she was told about the flood, but the flood happened on 30 December.

Because the revised date of the incident was the date the policy was taken out, Accredited carried out further checks on the claim. Enquiries indicated flooding was occurring at the bottom of the street of Miss H's property in mid-afternoon, two hours before Miss H took out her policy. Accredited said this meant the policy was arranged when the flooding and/or the damage had already occurred.

Had Accredited been aware of this at the time the policy was taken out, they wouldn't have offered the policy, so they cancelled the policy back to the start date, as if it had never been in force as Miss H had provided incorrect information. This meant there was no cover in place at the time of the incident.

Miss H disagreed with Accredited's decline of the claim, raising a complaint. Accredited didn't uphold the complaint, confirming their decision to decline the claim and cancel the policy. In their final response they referred to events from the claim being notified to them on 3 January 2023 and subsequent validation of the claim. The drying firm was instructed to visit the property and T's report stated there weren't any salvageable contents as they had

been affected by floodwater. It was necessary to remove wallpaper and plaster to dry the property, which would have been necessary even if Miss H hadn't made a claim.

Miss H complained to this Service, unhappy at decline of her claim and Accredited visiting the property and clearing out items and stripping walls – only to then raise the issue of the date of the flood and her policy starting. Miss H had been affected financially and mentally from what happened. She'd had to incur the cost of putting things right at her property and lost most of her property contents. The stress of what happened had affected her health and she was unable to work due to a medical condition she said was brought on by the stress. She wanted Accredited to accept her claim and pay for the damage.

Our investigator didn't uphold the complaint, concluding Accredited didn't need to take any action. Based on the available evidence, the incident occurred before Miss H took out her policy with Accredited. So, it wouldn't be covered under the policy. Accredited had acted fairly in declining the claim, cancelling the policy, and refunding the premiums paid. Accredited had provided evidence of heavy rainfall on the date of the incident and flooding in the road of Miss H's property before the start of the policy. The investigator thought Miss H might be able to make a claim on her previous policy before the one she took out with Accredited if it was still in force on the date of the incident.

Miss H disagreed with the investigator's conclusions and asked an ombudsman review the complaint. She said Accredited (C) removed the full contents of her property, including items that weren't in the floodwater. While they'd removed some items (such as kitchen unit drawers) they'd not removed others (kitchen unit cupboard drawers). And it was unreasonable to expect her (as the investigator had suggested in a further view) to try to retrieve any undamaged items from the skip into which her contents had been placed.

### **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.

My role here is to decide whether Accredited have acted fairly towards Miss H.

The main element of Miss H's complaint is that Accredited unfairly declined her claim for damage caused by the flood, on the grounds the flood (the damage) occurred shortly before the policy was taken out, both being on the same date. Miss H disputes this, saying as she was abroad at the time, she was only told about the flood a few days later.

As well as the decline of her claim, Miss H is also unhappy that undamaged contents were removed from the property and deposited in a skip alongside other damaged items. She's also unhappy at wallpaper and plaster being removed as part of the drying work – something she says she's been told was unnecessary.

On the first issue, what isn't in dispute is the significant damage caused by flooding of Miss H's property. Photographs taken by T during their inspection clearly indicate significant damage to all rooms of the property, given it is a bungalow. From what I've read, the flood water reached a height of a metre or so, and the photographs show damage to the height of walls consistent with this level.

On the first issue, Accredited say the flooding in the area of Miss H's property began some two hours before Miss H took out her policy (around 3pm and 5pm respectively). In support of their view, they refer to weather data for the area of Miss H's property. Looking at the data, it indicates heavy rain around midday on 30 December, moderating thereafter, with a narrative description of damage arising from exceptional/torrential rain.

Publicly available sources also confirm the flooding on 30 December 2022, with some sources describing it as the highest since the 1980's<sup>1</sup> and media coverage indicating severe disruption. One local community platform article refers to the specific location of Miss H's property with floodwater collecting at the bottom of the street from 3pm and rising thereafter.

The Policy Schedule for Miss H's policy confirms the policy was taken out to start at 5pm on 30 December, some two hours after the reports of flooding affecting the street of Miss H's property. It's not possible to know exactly when the floodwater entered Miss H's property, so I have to form a view, based on the evidence and information and balance of probabilities, whether the flooding occurred before the inception of the policy. Given the points above, I've concluded on balance that the flooding did occur before the policy started.

Having reached this conclusion, then I think Accredited acted fairly to decline Miss H's claim, cancel her policy and refund the premiums.

While it isn't directly relevant to this complaint, if Miss H had a previous home insurance policy in place before the policy she took out with Accredited, she might be able to make a claim under that policy. In her complaint to this Service Miss H says she received a reminder of the renewal of her home insurance policy while she was abroad, and she renewed it (on 30 December). This accords with the information I've seen about Miss H's policy with Accredited, starting on 30 December.

But while Miss H says she renewed her home insurance policy, it wasn't renewal of an existing policy with Accredited (which was a new policy/new business). It's unclear whether the previous policy would still have been in force on 30 December 2022 (insurance policies typically run to 23.59 hours on the date of their expiry). If this was the case, it would mean the flooding would have occurred when the previous policy may still have been in force.

Turning to the second issue, Miss H raises several detailed points about items she said weren't damaged by the floodwater, but which Accredited (C) removed from the property and placed outside the property and/or put in the skip provided by the local council. Accredited say C only removed damaged items that couldn't be salvaged and to make the property safe and avoid further damage – what they describe as emergency mitigation. They also say this was explained to Miss H during C's visit and she confirmed she understood.

Looking at the evidence and information available, Miss H's concerns relate to certain specified items she says weren't damaged by the floodwater due to their location in the property (above the level reached by the floodwater). She's also said, items were removed from one location but not other items in a similar location.

In the absence of specific, independent evidence, it's not possible to form definitive conclusions on whether undamaged items were removed, and it essentially comes down to Miss H's opinion against that of Accredited (C). But I have noted the following comment noted as being made by Miss H in an exchange with Accredited, in their case notes:

*"...anything within the house is going to need to go into the skip...the house inside was fully under 3 / 4 feet of water."*

Given the level of the floodwater, I think it reasonable to think the majority of contents at that level would be unlikely to be salvageable. Items above that level may not have been directly

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<sup>1</sup> Background section to a paper on a Flood protection project on the local council website.

affected, though they may have been by the presence of the floodwater and associated moisture levels it would have been likely to generate.

I have considered Miss H's point about it being unreasonable to expect her to retrieve any items she thought undamaged from the skip. I agree, given the health and safety risks of so doing and the fact the circumstances of the skip being provided by the local council for residents to place items damaged in the flood would mean it would contain items from a number of properties – not just Miss H's property.

Taking all these points into account, given the lack of independent evidence to reach a definitive conclusion, I can't reasonably conclude Accredited acted unfairly towards Miss H.

On removing the wallpaper and plaster to enable drying and cleaning of the property to the condition it was in before the loss. Miss H says she has been told it wasn't necessary. I've thought about both views carefully, but on balance I'm more persuaded by Accredited's view. I've come to this view because the indications are the floodwater reached to about a metre up the walls, which would have significantly penetrated and damaged the walls, including wallpaper and plaster behind.

And the nature of floodwater is that it is dirty and therefore I don't think simply drying the walls would restore them to the condition they were before the flood. It's also reasonable to think that to enable the walls to be fully dried would entail removing the wallpaper and plaster, so the wall (and any space behind) could be properly dried. I also don't think it likely the drying firm would remove wallpaper and plaster unless their professional opinion was that it would be necessary. I've also noted a report from the drying company (dated March 2023) that states the property was dried out to pre-incident levels. Which is the purpose of drying a property after flooding, enabling reinstatement and repair work to then take place.

Taking all these points into account, I've concluded Accredited acted fairly and reasonably towards Miss H.

### **My final decision**

For the reasons set out above, it's my final decision not to uphold Miss H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 31 May 2024.

Paul King  
**Ombudsman**