

The complaint

Mr and Mrs G complain that Accredited Insurance (Europe) Ltd (“AIL”) declined a claim they made under their home insurance policy for a drainage problem.

Reference to AIL includes its agents and representatives.

Mr G has primarily dealt with things so, for simplicity, I’ll refer to him only.

What happened

As the circumstances of this complaint aren’t in dispute, I’ll summarise what’s happened.

- Mr G got in touch with AIL to make a claim for damage to a culvert drain at his property. AIL appointed a drainage company. Mr G said it missed a number of appointments, sent an engineer unable to survey the culvert – and then sent that same engineer again, still unable to survey the culvert.
- Mr G arranged and paid for the culvert to be surveyed. In summary, it said the drain was blocked and broken in two places due to root ingress. And it was cracked and broken in a third place due to impact. Mr G says that likely happened during a recent fence installation.
- AIL declined the claim. It said the root ingress happened over a period of time and therefore didn’t meet the relevant policy definition. It didn’t comment on the other damage.
- Our investigator thought the complaint should be upheld. He said the *cause* of the tree root damage may have been gradual as the roots grew, but the *damage* they caused was sudden, so AIL should accept the claim for that damage. He noted AIL hadn’t commented on the fence damage. He also said it should pay £200 compensation for shortfalls in its service.
- AIL asked to revisit the property to consider the damage said to have been caused by the fence further. Our investigator maintained AIL should accept the claim for tree root damage and pay compensation. And he said it would be reasonable for AIL to consider the damage said to have been caused by the fence further.
- Mr G agreed with that. AIL didn’t respond. So the complaint has been passed 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 agree with the position reached by the investigator. I’ll explain why.

- The policy covers 'accidental damage' to underground pipes, where 'accidental damage' is defined in the policy to mean: "sudden, unexpected and physical damage which happens at a specific time, was not deliberate and was caused by something external and identifiable".
- In summary, AIL doesn't consider the tree root damage was caused in this way, so it can be declined. And it's offered to consider the other damage. It also notes that damage caused by wear and tear or gradual deterioration isn't covered.
- AIL's drainage company visited. It didn't survey the culvert but said the cause of damage was "believed to be root ingress caused over time with gradual deterioration". It gave no further explanation for its opinion.
- Mr G's survey did include the culvert. The contractor said the drain was blocked and broken in two places due to the tree roots. I'm satisfied this cause of damage likely meets the policy definition of 'accidental damage'. Whilst the roots naturally grow gradually, it doesn't necessarily follow that the damage they cause is gradual.
- Blockages and breakages usually happen suddenly. And a blockage amounts to damage because it prevents the drain from functioning at it should do. AIL's drainage company hasn't provided any evidence or persuasive commentary to explain why the blockages and breakages weren't sudden – or how they were the result of gradual deterioration. So it's not clear how it arrived at that conclusion.
- As a result, I'm satisfied the damage caused by the tree roots, including the blockages, is covered by the policy. So AIL should accept that part of the claim, subject to the remaining terms and conditions of the policy.
- Mr G's survey said a different area of the drain was cracked and broken due to impact. He says that's likely when a fence was installed. I can't rule that out, but the drainage contractor didn't mention it, so I'm not persuaded the evidence currently shows it's the likely cause. In the absence of damage caused by something external and identifiable, as required by the policy, I'm not satisfied it would be fair to require AIL to accept this part of the claim at this stage.
- It's disappointing AIL didn't consider it previously, as it was aware of the findings of the contractor. Nonetheless, it's offered to do so now, and I'm satisfied that's a reasonable way to deal with this part of the claim. AIL should identify the likely cause of damage – and then decide whether it's covered by the policy and let Mr G know.
- Based on the drainage contractor's notes, it seems to be accepted there were some problems with missed appointments – and even after two visits, it hadn't surveyed the culvert. I can understand why they may not have been able to survey the culvert the first time – Mr G's contractor also needed two visits due to the nature of the problem. I think the missed appointments and the failure to carry out the survey, despite two visits, likely caused a delay and inconvenience to Mr G.
- Similarly, declining the part of the claim related to tree root damage – and not considering the other part – has also caused a delay and inconvenience to Mr G.
- Overall, I think AIL should pay compensation for the way it handled the claim. I'm satisfied £200 is reasonable in the circumstances.

- Mr G says his home emergency insurer, a different company, was in the process of reimbursing the cost of the drain survey he had carried out. So that may have been covered elsewhere. But, if not, he's entitled to ask AIL to pay it and I'd expect AIL to consider doing so.

My final decision

I uphold this complaint.

I require Accredited Insurance (Europe) Ltd to:

- Accept the claim for damage caused by tree roots, including blockages
- Consider the claim for the other damage
- All subject to the terms and conditions of the policy
- Pay £200 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 18 January 2024.

James Neville
Ombudsman