

The complaint

Mr R and Mrs R are unhappy with Accredited Insurance (Europe) Ltd's (Accredited) decision to decline a claim made for damage to their roof under their buildings insurance policy.

Any references to Accredited include its agents.

What happened

In August 2023, Mr R says he discovered the roof of their house had been damaged. He believed this to have been caused by the contractors working on his neighbours house. Mr R sought advice from the management company who appointed the contractors and logged a claim with Accredited in November 2023.

Accredited asked Mr R to obtain quotes to determine the cause of the damage and indicate how much it would cost to carry out the necessary repairs. Accredited sent a surveyor out to inspect the roof but Mr R says they weren't able to inspect the roof in person, relying on photographs taken using a camera on a pole.

Mr R obtained some quotes, and the claim was considered by Accredited but they declined it. Mr R didn't accept this as he considered the damage had been caused accidentally. Accredited reconsidered the claim maintained the decision to decline to cover the damage. Mr R and Mrs R complained about Accredited's decision. In January 2024, Accredited issued their final response to their complaint. They said the claim had been considered under the accidental damage section of the policy but declined because there was no evidence the damage was caused accidentally or was linked to the works carried out by the contractors working on their neighbours house.

Unhappy with Accredited's decision and handling of their claim, Mr R and Mrs R referred their complaint to the Financial Ombudsman Service. It was considered by one of our investigators who said they considered Accredited had acted fairly in declining the claim.

As Mr R and Mrs R didn't agree, this case 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.

I appreciate Mr R feels the damage to the roof occurred when the contractors working on their neighbours roof used theirs to gain access. And that as he doesn't go in the loft space very often, he wasn't aware of any damage for a couple of months after the works to their neighbours house was carried out.

As a starting point I've considered the policy term and definition for accidental damage, which Accredited relied on. I can only require Accredited to put things right if I don't consider they can show they've applied the policy terms fairly. The policy defines accidental damage as:

“Sudden, unexpected and physical damage which:

- i. happens at a specific time; and*
- ii. was not deliberate;*
- iii. was caused by something external and identifiable.”*

With this definition in mind, I've considered the report from the roofer instructed by Mr R and Mrs R. They summarised the conditions of the roof as the felt having been punctured from the outside, two tiles above the damaged felt had been replaced with others which were not compatible with the existing tiles. It was noted there was debris in the form of broken tiles between the felt and the outer roof. And water was noted to be coming into the property near the party wall with the neighbouring property.

We shared this report with Accredited, who expressed concern about Mr R's roofers report. It's dated January 2023, with the damage being noticed in August 2023, and thought to have occurred in June 2023. Mr R says the date is incorrect – the report was written in January 2024, after the quote from the same company was obtained in November 2023. I accept Mr R's statement that given this was written early in a new year, the date is merely a typo and I've seen an updated copy with the year amended to 2024, though the content is the same.

It isn't in dispute there's damage to Mr R and Mrs R's roof. But in order for me to conclude Accredited wrongly declined their claim, I'd need to be satisfied the damage was caused by something external and identifiable, was not deliberate and happened at a specific time.

Mr R says the roofer said the incorrect tiles had been taken from his neighbours roof to blend in with his to cover damage caused by the contractors, and that's why the difference in tiles isn't visible in some photos on the file.

The roofer's report provided by Mr R and Mrs R highlights damage to the roof but doesn't say tiles were taken from Mr R's neighbours roof. The roofers report says the works occurred when the repairs to the neighbouring property were carried out. But I'm mindful the roofer carried out the repairs in November 2023 (based on the invoice provided) which is several months after the damage is said to have occurred. As far as I'm aware, the roofer wasn't present when the damage is said to have occurred (and neither side have pointed out a specific time the damage occurred). I don't consider I can take these comments as definitive in terms of when the damage occurred or that it was caused by something external and identifiable.

I've considered the information provided by Accredited's surveyor. I appreciate they didn't go on the roof, but there are a number of detailed images obtained. Accredited say there are no external or visible signs of damage in the photographs which indicate accidental damage. Accredited say there is cracking in the top of the roof and areas where there is mortar missing which they don't consider likely to have been caused by accidental damage. I agree with Accredited's conclusion that this damage appears to be as a result of wear and tear.

And they say there were no visible signs of recently repaired tiles that would be consistent with the damage to the felt in the loft space – and the felt could have been damaged by either the works in June or by tiles that had previously broken. Accredited consider the cause of the water ingress is age-related deterioration as they say there's no obvious damage where the lead flashing is but there was water ingress noted in this area.

I've then considered the invoice from the roofer who provided the report and carried out repairs to the roof. The repairs listed look to be fairly extensive compared to the damage noted in the report. For example, the quote said the lead flashing needed to be replaced as a

result of it being fitted incorrectly. Though I note there's no mention of the lead flashing in the report from the same roofer.

Ultimately, it's for the policyholder to show an insured event has taken place. And the policy defines when and how it will cover damage caused accidentally, and I've set this out above. Whilst I accept there is damage, I don't agree Mr R and Mrs R have demonstrated the damage to their roof happened at a specific time, was not deliberate and was caused by something external and identifiable.

I'm persuaded Accredited has fairly applied the policy exclusion. It's not possible to say, with certainty, a specific time when the damage occurred (though I can see Mr R feels fairly certain of when it occurred), that the damage was not deliberate and was caused by something external and identifiable. I'm not going to require Accredited to take any action.

My final decision

My final decision is that I don't uphold Mr R and Mrs R's 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 21 November 2024.

Emma Hawkins
Ombudsman