

## **The complaint**

Mr J complains that Accredited Insurance (Europe) Ltd Limited haven't covered all the costs of his repairs, and have provided poor service.

## **What happened**

Mr J held buildings and contents insurance with Accredited.

His guest bedroom ceiling was damaged by a leak in December 2023 and he contacted Accredited to make a claim for trace and access and repairs.

Accredited offered their contractor for trace and access, but Mr J chose to use his own builder.

During the trace and access, Mr J's contractor damaged the tiles and shower tray to locate the leak.

Mr J says Accredited told him to have the work completed and send in invoices, and it cost him a total of £16000 for the replacement bathroom which had been damaged during trace and access, and for the damage to the bedroom below.

Accredited offered a cash settlement of £2381.09 plus VAT for the repairs and £850 for the trace and access. Mr J thought this wasn't enough and he complained.

Accredited said they were satisfied that their offer for repairs was fair, but apologised for the delays in the claim and offered £300 compensation for the inconvenience caused by this.

Mr J was unhappy with this and brought his complaint to us.

One of our investigators looked into Mr J's complaint but he thought Accredited's offer was fair.

Mr J disagreed with our investigators view, and so the case has come to me to review.

## **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 have to decide whether Accredited have acted fairly and reasonably, and properly applied the terms of the policy when dealing with the claim.

Having considered all the evidence, I'm not upholding this complaint and I'll explain why.

## **The trace and access and repairs**

When Mr J contacted Accredited it was because he had a leak from an unidentified source.

The purpose of trace and access is to find the source of the leak and stop it, to prevent the damage from getting worse. Until the source of the leak is found and the leak and damage are assessed by the insurer, the claim isn't validated. In other words, until the insurer has had the opportunity to see if the source of the leak and the resulting damage are covered under the policy, there is no assurance that any repairs will be paid for.

Accredited offered to send a trace and access specialist who use methods such as thermal imaging to trace the leak without disturbing interiors, but Mr J chose to use his own builder. Accredited told Mr J to make "non-invasive" access to identify the source, such as using thermal imaging and dye testing.

Mr J's builder removed tiles and the shower tray to trace the leak, damaging both. He said that it was necessary to do this as access from below wasn't possible due to the joists being unsafe and electrical wiring being present.

However, Accredited haven't accepted this. They say that photographs show someone standing on the joists and so that indicates that they were sufficiently safe.

I agree with Accredited that there is no evidence which suggests that the joists weren't so damaged that someone cutting a hole in the plasterboard below, between the joists to locate the leak would be dangerous. Given that the location of the leak patch, this would seem the best place to start and arguably given that the plasterboard was likely need replacement in any event, this would seem sensible.

In addition, it also isn't clear how the builder could have assessed the condition of the joists prior to removing the shower tray, so I don't think this is a reasonable argument for disturbing the bathroom tiles.

In respect of the danger to wiring, isolating the electrics at the switchboard and cutting the plasterboard where there was no light fitting would have evaded this, so I don't accept that removing the plasterboard was dangerous.

So, given that Mr J chose to use his own contractor for trace and access, and that unnecessary damage was caused in this process, I'm satisfied that Accredited aren't required to pay for any repairs to damage caused to the bathroom tiles and shower tray during the trace and access process.

I note that Accredited have agreed to pay the trace and access fee, and I think this is a fair offer.

### **The repairs**

I note that Mr J has asked for the payment for the bathroom refurbishment, the floorboard repairs and the ceiling in the room below.

The leak that was located was below the bathroom floor level. I note that there are photographs of the floor of the bathroom once the shower tray was removed which show rot and damp, and Accredited's assessors have said that this damage is unlikely to have occurred from the leak in the shower trap as the shower trap is below floorboard level and between the joists. I agree this is unlikely given that the floorboards are above the leak, and the water will have travelled down. The rotting and damaged floorboards are more likely to have occurred from the failed grouting and sealant, which are above floorboard level, and the photographs of the condition of the shower support this.

I can see that Accredited have supplied a schedule of work from their own supplier, which covers the repair and reinstatement to the damaged ceiling below, and which costs the work at £2381.09 plus VAT, and this seems fair given that it includes all the work required following the discovery and the repair of the leak.

I appreciate that Mr J may have taken this opportunity to have much more extensive work completed but the intention of insurance cover is to restore the insured to the position they would have been in if the leak hadn't occurred, not to cover any upgrading of the property.

### **Poor service**

Accredited have accepted that there was poor communication and delays in the loss adjuster being available between December 2023 and February 2024 and they have paid £300 compensation for distress and inconvenience caused. I think this is fair given the length of the delays in communication. I note that the delays haven't impacted Mr J getting the work done as he was using his own contractor.

### **My final decision**

My final decision is that I'm not upholding Mr J's complaint about Accredited Insurance (Europe) Ltd and so they don't need to do anything further

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 15 January 2025.

Joanne Ward  
**Ombudsman**