

The complaint

Mr and Mrs B are unhappy that Lloyds Bank General Insurance Limited (LBG) declined their claim for accidental damage to their home.

Mr and Mrs B had buildings and contents insurance underwritten by LBG. The policy was in joint names, but I'll refer mainly to Mr B for ease of reading.

What happened

Mr B engaged the services of a local tradesman to jet wash the exterior brickwork of his house. When the work was done, Mr B found that the mortar had come away in places. He believed it was accidental damage, so he made a claim under his home insurance policy.

LBG declined his claim under the policy exclusion of poor workmanship. That was because the tradesman should've used the correct pressure to clean the brickwork. Failure to do so resulted in the damage.

Mr B was unhappy with LBG's response, so he complained. He said LBG hadn't handled his claim well and he didn't think it was fair to decline his claim just because a third party caused the damage accidentally.

LBG sent Mr B its final response explaining that the policy didn't provide cover for damage caused due to poor workmanship. So Mr B brought his complaint to us.

Our investigator didn't uphold Mr B's complaint because she agreed with LBG that the policy didn't provide cover for the poor workmanship.

Mr B didn't agree. He said just because a third party caused the damage, it doesn't mean it wasn't an accident. His complaint was 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.

Having done so, I've decided not to uphold Mr and Mrs B's complaint. I'll explain why.

The circumstances leading to the claim are not in dispute. The complaint is about LBG declining the claim based on a policy exclusion which Mr B doesn't think applies in the circumstances.

Mr B's policy included accidental damage cover. Accidental damage is defined in the policy documents as follows:

Accidental damage - Unexpected and unintended damage caused by sudden means.

Mr B asked the tradesman to jet wash his brickwork. LBG said if the wrong pressure setting is used, it can damage the brickwork. Mr B said the damage was caused by the jet washing.

He confirmed there was no damage before the work. This evidence suggests the tradesman used the wrong pressure setting, or there was an underlying problem with Mr B's brickwork.

Mr B said he doesn't know the tradesman's qualifications, so he relied on having seen their work in the area. That's reasonable. I think it's also reasonable to expect the tradesman to clean the brickwork without causing damage. I understand work might not always go smoothly, but if damage is being caused I'd expect the tradesman to stop what they were doing and/or change the pressure.

So, I think it's reasonable for LBG to say it wasn't accidental damage because the work was planned, and the brickwork was damaged throughout the cleaning process. I agree that it doesn't meet the definition of accidental damage - unexpected and unintended damage caused by sudden means.

I've noted Mr B's disappointment that the policy covers accidental damage, yet it doesn't provide cover if the damage is caused by a third party. I don't think that's necessarily the case. The point here is that Mr B employed someone to clean his brickwork, so there was a contract for services. If Mr B thinks the tradesman caused the damage by using the wrong pressure, he'd need to seek redress from them or through their professional insurance.

As a final point, I note that LBG apologised to Mr B for some service shortfalls, including incorrect advice and sending a surveyor. It offered him £100 compensation for the inconvenience caused. I understand Mr B declined the offer. I think the offer was fair in the circumstances. LBG told Mr B its offer is still available to him, so if he wishes to accept now, he'd need to confirm that directly to LBG.

I'm sorry to hear that Mr B suffered this damage when simply trying to maintain his home. And I can understand why he wants someone to pay for the repairs. But the evidence indicates that LBG fairly declined the claim under the policy exclusion of poor workmanship.

My final decision

For the reasons I've given, my final decision is that I don't uphold Mr and Mrs B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 24 October 2023.

Debra Vaughan
Ombudsman