

## **The complaint**

Mr and Mrs F complain Royal and Sun Alliance Plc (RSA) incorrectly confirmed their home insurance policy included cover for trace and access.

References to Mr or Mrs F will include the other.

There are several parties and representatives of RSA involved throughout the complaint but for the purposes of this complaint I'm only going to refer to RSA.

## **What happened**

In April 2021 Mrs F discovered damp to a carpet in her house. She organised for a mould and damp specialist to look at the damage. A report was produced which said the damp may have been caused by a previous leak.

Mrs F contacted RSA to make a claim on her home insurance policy. She sent in the report and photos. RSA then sent out its own agent to investigate. The agent was unable to find out why the carpet was damp and advised Mrs B to get a trace and access completed to see if it could find if there was a leak. Mrs F wasn't sure if her policy covered for the cost of this, so she called RSA and it confirmed her policy covered for this cost.

As RSA had confirmed she was covered under the terms of her policy Mrs F organised for the trace and access to be carried out. The trace and access report confirmed there was no leak evident and there were no pipes in the damaged area.

RSA declined the claim as it wasn't caused by an insured event. It said she may not have made every effort to repair the leak from the previous summer.

RSA also said it had given Mrs F the wrong information and that she didn't have trace and access cover included on her policy. It said as no leak was discovered the cost of trace and access was not covered and it wouldn't be reimbursing her for this cost of £594.

As RSA accepted it didn't advise Mrs F that if no leak was found there would be no cover. It offered £200 compensation for its error.

As Mr and Mrs F were not happy with RSA, they brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said although trace and access cover was not something that Mrs F had included on her home insurance policy, as RSA confirmed on the phone that she was covered, it was reasonable for her to believe this was correct. As such RSA should honour the cost as a gesture of goodwill.

As RSA are unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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 looked at Mr and Mrs F's policy renewal documentation and I did not find any specific reference to trace and access. I also looked at the terms and conditions of the policy and did not see any reference to exceptions of trace and access. It says;

*"Trace and access*

*We will also pay for necessary costs that you incur in locating the source of the damage including the reinstatement of any wall, drive, fence or path removed or damaged during the search. Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose."*

Mrs F said she would not have organised for trace and access if it had not been suggested by RSA's agent who came out to look at the damage. She said she had specifically contacted RSA claims department to confirm if it was covered by her policy and only agreed to have it done when this was confirmed.

RSA acknowledge that when Mrs F contacted its claims department to check about trace and access that it confirmed this was covered by her policy.

After obtaining this confirmation Mrs F rang the RSA agent who had attended her property to look at her claim. She informed them that RSA's claims department had confirmed trace and access was covered. The agent said they had also confirmed this was the case.

Mrs F said at no point was she informed that the cost of trace and access is only covered if a leak is discovered.

RSA have accepted it was not clear and that it didn't advise Mrs F that if no leak was found there would be no cover.

After considering the information provided by RSA alongside Mrs F's own testimony, I think that both RSA and its appointed agent gave clear reassurance to Mrs F that there would be no financial cost to her for the trace and access investigation.

I accept that RSA clarified that the trace and access was not covered as no leak was found, but I am persuaded that Mrs F would not have had the trace and access completed by RSA if she knew she would have to pay for it.

Therefore, I uphold Mr and Mrs F's complaint and require RSA to pay for the cost of the trace and access as a gesture of goodwill in this case.

## **My final decision**

For the reasons I have given I uphold this complaint.

I require Royal and Sun Alliance Plc to pay Mr and Mrs F £594 for the cost of the trace and access service that took place. This should also include 8% simple interest from the date this was paid by Mrs F to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F and Mr F to accept or reject my decision before 12 August 2022.

Sally-Ann Harding  
**Ombudsman**