

The complaint

Mr M and Mrs M complained about how Acromas Insurance Company Limited (Acromas) dealt with a claim under a home insurance policy.

As Mr M seemed to deal with the claim and complaint, I will normally only refer to him.

What happened

Mr M contacted Acromas to make a claim when he found water damage to a ceiling and could hear a dripping noise when it was raining. Acromas investigated the claim and declined it because it said no evidence was found that the damage was due to the weather and that it wouldn't be considered accidental damage.

When Mr M complained, Acromas maintained its decision to decline the claim. It also said that although Mr M wanted the source of the damage to be located using the trace and access part of the policy, the cover only applied to water or oil pipes, so the cover didn't apply to Mr M's circumstances.

So, Mr M complained to this service. Our investigator upheld the complaint. She said Mr M didn't know where the leak was coming from and the trace and access part of the policy covered finding the source of water damage. So, she said Acromas should locate the leak that affected the house and a second leak in the garage and pay £100 compensation for the inconvenience caused to Mr M.

As Acromas didn't agree, the complaint was referred 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 uphold the complaint. I will explain why.

I've looked at the policy wording and it said:

"4. Trace and access We will pay the costs, which we have agreed to in advance, for locating the source of water or oil damage including the reinstatement of any wall, flooring or ceiling removed or damaged during the search and the repair of any leaking water or oil pipes."

Mr M wanted to use trace and access to find the source of water damage to his home. Acromas has said it wasn't possible to claim under this part of the policy because the leak wasn't from a pipe. I'm aware trace and access would normally apply in circumstances such as an escape of water from a pipe. However, the wording of the policy is broader than that and said it covered locating the source of water damage and reinstatement work. It didn't limit it to an escape of water or a leak from a pipe. In my view, the reference to a water pipe

seems to be written in a way that suggests it is one of the things that would be repaired under the policy, not that it had to be the source of the water damage.

Although Acromas might not have intended to cover broader circumstances, such as Mr M's, Acromas was responsible for the wording of the policy and needed to ensure it was clearly written and accurately described what was covered under the policy. I think it is reasonable to interpret the wording of the policy as covering Mr M's circumstances.

Acromas also seems to have suggested Mr M knew that the source of the leak was the roof. However, Mr M has said he doesn't know the exact location of it, which is why he wants to use trace and access. I think it is reasonable that he wants the exact location to be identified and that this is carried out under the policy.

As a result, I think Acromas should locate the source of the water damage to Mr M's home, both to the ceiling and within the garage, if he wants Acromas to do so. Acromas should also reconsider the claim to see if the water damage itself is covered by the remaining terms and conditions of the policy.

I also think Mr M has been caused inconvenience by the way Acromas has dealt with his claim. As a result, I require Acromas to pay Mr M £100 compensation.

Putting things right

Acromas should locate the source of the leak affecting the ceiling and the garage using the trace and access part of the policy. It should also reconsider the water damage under the remaining terms and conditions of the policy and pay £100 compensation.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require Acromas Insurance Company Limited to:

- Under the trace and access part of the policy, locate the source of the leak that affected the ceiling and caused the leak in the garage if Mr M and Mrs M want it to do so
- Reconsider the claim under the remaining terms and conditions of the policy
- Pay Mr M and Mrs M £100 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 30 October 2023.

Louise O'Sullivan
Ombudsman