

The complaint

Mr and Mrs P complain that Acromas Insurance Company Limited (Acromas) declined to cover their claim for damage to their guttering, under their home building's insurance policy.

What happened

Mr and Mrs P noticed water leaking from their guttering following work carried out to their neighbour's guttering. They contacted Acromas to make a claim, which it accepted in part. Mr and Mrs P say their guttering was damaged as a result of criminal damage and this is covered by their policy. They weren't satisfied with Acromas's decision and complained.

In its final complaint response Acromas says its policy provides cover for an escape of water. It covered the cost of the repairs caused by water leaking from the guttering. But it says this was caused by a blockage due to the work carried out by Mr and Mrs P's neighbour. Acromas says damage resulting from poor workmanship isn't covered by its policy.

In its response Acromas acknowledged the relationship between Mr and Mrs P and their neighbour had become strained in recent years. And that they believe their neighbour instructed the contractor to block off the guttering so as to cause the leak. But Acromas says it can't confirm that a deliberate criminal act had taken place. The business paid £180 toward the cost of repairs to the guttering as an ex-gratia payment. It says this was in an effort to bring this matter to a conclusion.

Mr and Mrs P didn't think Acromas had treated them fairly and referred the matter to our service. Our investigator didn't uphold their complaint. He says damage due to a lack of maintenance and faulty workmanship aren't covered under Mr and Mrs P's policy. He says he hasn't seen evidence that shows Acromas acted outside of its policy terms.

Mr and Mrs P disagreed with our investigator and asked for an ombudsman to consider their complaint.

It 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.

Having done so I'm not upholding this complaint. I understand Mr and Mrs P are upset with the damage caused to their property. I'm sorry to disappoint them, but I'll explain why I think my decision is fair.

It's for the policyholder to show that they've suffered an insured loss. If they can then, generally speaking, the insurer should pay the claim. This is unless it can reasonably rely on a policy exclusion not to.

Mr and Mrs P's policy terms and conditions provide cover for damage resulting from an escape of water. I can see from the claim records that a payment was made for the damage caused by water leaking from their guttering. This is in line with the cover provided by Mr and Mrs P's policy. I think this was fair. However, Mr and Mrs P paid £260 to repair their guttering. I've thought about whether Acromas's payment for £180 toward these costs was fair.

Mr and Mrs P's policy booklet shows cover isn't provided for a loss that is caused by faulty workmanship. This is confirmed on page 13. Acromas says the damage to the guttering was caused by a repair to Mr and Mrs P's neighbour's property. It says it isn't able to say this was a deliberate act of criminal damage.

I acknowledge Mr and Mrs P's comments that they think their neighbour deliberately capped off their guttering so as to cause the leak. I've seen the police report they filed. As well as the response the police provided. The officer dealing with the issue explains that this is a civil matter where the neighbour's contractor made changes causing the guttering to flood. The police response says the incident has been reviewed and, "*it does not constitute the criminal damage threshold*".

In Mr and Mrs P's submissions to our service they say the police didn't tell them what the 'threshold' is regarding criminal damage. I can see they contacted the Independent Office for Police Conduct (IOPC) and provided a copy of its response. I've considered what it says carefully. But it doesn't state the police report is wrong about the gutter issue not constituting criminal damage.

I've thought carefully about whether it's fair for Acromas to decline the gutter repair claim for the reasons it gave. I think it was. The police report says there was no criminal damage. From the testimony provided the guttering was capped on the neighbour's side. So, the overflowing guttering happened as a result of this work. I understand Mr and Mrs P don't have a good relationship with their neighbour. But I don't think they've shown Acromas acted unreasonably when deciding the damage was the result of poor workmanship.

Acromas paid Mr and Mrs P £180 toward the £260 they paid for the gutter repairs. From what I've read there was no requirement for it to do this under their policy terms. In the circumstances I think this was a fair gesture to bring the matter to a close. But I can't reasonably ask Acromas to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 26 August 2024.

Mike Waldron
Ombudsman