

The complaint

Mr S and Mr S complain that U K Insurance Limited (“UKI”) have unfairly declined a claim for escape of water in their home.

As Mr S has led this complaint, I’ll just refer to him throughout. Any reference to UKI includes any respective agents or representatives.

What happened

The background of this complaint is well known to both parties. So, I’ve summarised events.

- In late May 2024 Mr S contacted UKI to make a claim for an escape of water in his home.
- Shortly after, UKI sent a loss adjuster to review and assess the damage. They produced a report in June 2024 which concluded there were two leaks - one from a boiler, and one yet to be located. They determined the damage had occurred gradually over time – not due a one-off event – which wasn’t covered by the policy. And they said Mr S had failed to mitigate the damage through maintenance due to the condition of the home – which suffered a lack of ventilation due to the extent of belongings in the home.
- UKI said policy exclusions related to gradual damage and damage as a result of a lack of maintenance applied in these circumstances, so it would not pay the claim.
- UKI has said it offered to source the secondary leak with the undetermined location under the trace and access part of the policy. But said this wouldn’t be possible due to the volume of belongings in Mr S’ home not making any significant investigation possible, as well as safety concerns for its agents. UKI also referenced Mr S’ refusal to pay an excess. UKI says Mr S had later told it he’d cleared belongings, but upon a visit from one of its agents this was not the case that would allow an investigation.
- Mr S brought his complaint to this Service, explaining he was unhappy with the decision made by UKI and explained in detail the impact this declined claim had on him and his household. He asked for a sum of around £40,000 to compensate him for the impact of the declined claim.
- One of our investigators looked into things and didn’t uphold the complaint, saying:
 - The report and evidence provided by UKI supported that the damage had been caused gradually over time – in keeping with the exclusion UKI sought to rely on. And that the condition of the property satisfied her that UKI’s conclusion Mr S had failed to mitigate the loss was fair.
 - Mr S had provided little in the way of any evidence to conflict with the loss adjuster’s report and noted it said the full contents would need removing prior to works beginning – which hadn’t happened. So, she was satisfied UKI had

acted reasonably when determining it couldn't safely instruct agents to work on the property while the level of belongings were present. And she invited Mr S to provide any evidence to support his claim these had been removed.

- It appeared there had been a dispute about a policy excess and she was satisfied Mr S would need to pay one if he was seeking to make a trace and access claim.
- Mr S disagreed with the outcome, and provided various letters explaining why he was unhappy. He stated the investigator had chosen to believe the loss adjusters over him, and that the loss adjusters were only acting in the interest of the insurer seeking to decline his claim. He also argued that the photos taken by the loss adjuster had reflected mould due to delays on the part of the insurer's actions.

So, the complaint has been passed to me for an Ombudsman's final decision.

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'll explain why.

Before I begin, I want to recognise within Mr S' submissions to this Service he has explained some of the challenges he and his family have faced in recent years. Out of respect to Mr S I won't repeat these here but I want to be clear he has my sympathy for the circumstances he's described.

But the role I undertake here requires me to weigh up evidence, policy terms, and what I consider to be fair and reasonable in the circumstances. So at times while I may sound dispassionate or curt, this is simply a reflection of the requirements of my position.

In this case there appears to be no dispute that Mr S has suffered an escape of water at his property. Nor does it seem in contention that there are likely to be two separate causes – with one related to a boiler, and another to an unknown source.

As UKI is seeking to rely upon exclusions, the onus sits on it to demonstrate these should fairly apply in this case. I'll start by considering these particular exclusions.

UKI has pointed to a section of its policy titled "*This policy doesn't cover*" and highlights two of the exclusions listed below this:

- "*Loss or damage as a result of the lack of maintenance or routine decoration*"
- "*Any damage caused gradually*"

These are common terms across home insurance policies. So, to think about whether UKI has fairly determined the damage has happened gradually or due to a lack of maintenance I've reviewed the available evidence.

I've been provided UKI's loss adjuster's report. This is a detailed document that includes commentary, moisture readings, and photos across the home taken shortly after Mr S made the claim to UKI. The loss adjuster concluded the damage was consistent with an escape of water over a period of time from two sources with one of these yet to be located. The loss adjuster said there was a failure to mitigate the damage and the damage was severe due to

the lack of ventilation with mould evident in the home. They also commented that the contents of the home would need removing prior to works commencing.

The photos taken reflect a level of belongings that take up most of the home. They also show levels of excessive mould that in my experience do not appear in keeping with damage that had been caused a week or so prior to the photos being taken. Mr S has indicated these photos should not be relied upon due to delays on the part of UKI – but as I've said above, UKI visited the claim around a week after he made the claim so I'm not persuaded by his comments.

Mr S has provided no other evidence other than his commentary, and I'm not as persuaded by this. Mr S has indicated he believes the loss adjuster to be biased or that their goal was to decline the claim – I've seen no such evidence to support this accusation and I found the report to be clear in its findings based on the photos and readings taken at the time.

I can see from UKI's notes it appears to have tried to support Mr S with the trace and access for the secondary leak on a number of occasions. But it would appear this wasn't possible due to the extent of belongings in the home and his refusal to pay an excess.

From the photos I've seen, I find its conclusion that a significant investigation would not be possible to be a fair one. And I've been given nothing by Mr S (such as photos) to support this has changed since UKI made the request for him to have these removed to allow an investigation.

From the claims notes I've seen from UKI it would appear Mr S had said in October and November 2024 that he would not pay an excess to cover the trace and access claim. It's unclear if this matter was resolved, but to be clear I would not expect UKI to waive an excess and so I'm satisfied its decision to not proceed while this is not paid is a reasonable one.

My final decision

For all of the above reasons, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mr S to accept or reject my decision before 5 June 2025.

Jack Baldry
Ombudsman