

The complaint

Mr and Mrs M complain that U K Insurance Limited (UKI) unfairly declined a claim they made under their home insurance (buildings) policy.

UKI is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As UKI has accepted it is accountable for the actions of the agents, in my decision, any reference to UKI includes the actions of the agents.

Mr and Mrs M are joint policyholders, but most of the communication regarding the complaint has been from Mrs M. So, I'll refer mainly to her in my decision.

What happened

In early 2025, Mrs M made a claim under her home emergency policy with Insurer A because of a problem with her central heating. Insurer A arranged for a gas engineer to attend. The engineer determined that a lack of pressure in the boiler meant there was a leak somewhere under the floor of the house.

Insurer A advised Mrs M to find her own engineer to proceed with trace and access to locate the leak under the floor. Mrs M arranged for a gas engineer and joiner to come over to find the leak. Hatches were cut in the floor of three rooms before the leak was located. Mrs M says that when the final hatch was cut in the hallway, they could see water spraying from the gas central heating system pipe onto the joists and into the solum, which were both soaking wet.

The gas engineer replaced a section of the pipe, and the boiler began working again. The joiner made the hatches safe with a temporary fix.

Mrs M made a claim under her home insurance policy with UKI for her damaged floors. UKI arranged for a surveyor to attend. The surveyor concluded there was no insured cause because there was no visible damage to Mrs M's floor from the escape of water. UKI declined Mrs M's claim.

Mrs M raised a complaint, but UKI maintained its position. So, Mrs M asked the Financial Ombudsman Service to consider the matter.

Our investigator didn't think Mrs M's complaint should be upheld. She thought UKI's decision to decline Mrs M's claim was fair.

Mrs M disagreed with our investigator's outcome. She said the leak was causing damage to the building. She said the spray from the burst pipe was a fountain and soaking the solum and joists for days without them knowing. She said UKI's surveyor didn't see how soaked her joists were or the mud in the solum because she never asked to see under the hatch at the front door.

I issued a provisional decision on 3 October 2025 where I explained why I intended to uphold Mr and Mrs M's complaint. In that decision I said:

“I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

Based on what I’ve seen so far, I intend to uphold Mr and Mrs M’s complaint. I’ll explain why.

The policy’s terms and conditions say:

“Trace and Access

We will also pay up to £10,000 to remove and replace any part of the buildings to:

- *Find the source of any water or oil escaping from tanks, pipes, appliances or fixed heating systems that is causing damage to the buildings.*
- ✕ *We don’t cover:*
 - *Tanks, pipes, appliances or heating systems themselves.”*

UKI says it declined Mrs M’s claim because there was no evidence of water damage to her property. However, Mrs M says the surveyor didn’t look under the hatch where the leaking pipe was situated. The photographs in the surveyor’s report support what Mrs M has said. In the photographs, the parts that were cut out of the floor are back in position. There aren’t any photographs of the pipe or subfloor of the hallway in the report. So, I’m not persuaded UKI’s surveyor carried out a proper assessment of the damage, before UKI declined the claim.

Mrs M says that at the location of the leak, water was spraying from the pipe onto the wooden floor joists and into the solum which were both soaking wet. She’s provided her own photograph of the hatch in the hallway. I think it’s clear from this photograph that the joist underneath the floor was wet. There’s also a large water mark on the exposed plywood in this picture.

I’m persuaded from what I’ve seen that the escape of water was causing damage to Mrs M’s building. The damage doesn’t seem to be significant, but I think that’s because Mrs M acted in a prudent manner and took swift action to find the leak, engaging experts to help her. This resulted in damage to flooring in three rooms of Mrs M’s house, which was likely to have been unavoidable under the circumstances.

I’m satisfied that Mrs M has shown that the damage to her flooring in all three rooms is covered by the trace and access section of her policy. So, I think it would be fair for UKI to settle her claim, in line with the remaining terms and conditions of the policy.

Mrs M recently told us that she and Mr M were still living with hatches in their floor because of UKI’s refusal to settle their claim. She says the hatches have started to sink and are a trip hazard. Mrs M has also made us aware that she suffers from some health issues, which have made the situation particularly stressful for her. So, I think it would be fair for UKI to also pay her and Mr M £250 for distress and inconvenience.”

I set out what I intended to direct UKI to do to put things right. And I gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses

Mrs M said she would like to accept my decision as she had nothing else to add.

UKI said it had reviewed the file and couldn't see any mention of the joists being damaged during the trace and access. It said, in phone calls, Mrs M had said the water was pouring into mud under her house and there was no mention of water spraying onto joists.

UKI asked to see the evidence Mrs M had to support the damage to the joists. So, we shared the photograph Mrs M had sent us. UKI said, upon looking at the photo provided, it disagreed with my conclusion as it looked bone dry. It agreed there was a water mark on the exposed plywood in the picture, but it didn't feel this had anything to do with the claim.

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 appreciate UKI doesn't agree that the joist under the floor looks wet in the photograph. However, the bottom of the joist is noticeably discoloured compared to the wood higher up, which suggests to me that it was wet. UKI's surveyor didn't inspect under the hatches. So, we don't have her observations regarding the condition under the floor at the time of her visit.

Mrs M might not have mentioned the joists in the telephone calls, but according to UKI, she said the water was pouring out. This suggests quite a lot of water was escaping from the pipe. So, I think it's likely the leak would have caused damage to Mrs M's property if the pipe hadn't been fixed.

The terms of the policy say there is trace and access cover for finding the source of water escaping that is "causing" damage to the buildings. Having considered all of the available evidence, I'm persuaded on balance, that the leak was causing damage to Mr and Mrs M's property. So, I think it would be fair for UKI to settle their claim and pay them compensation for the distress and inconvenience they've experienced.

Putting things right

UKI should:

- Settle Mr and Mrs M's trace and access claim in line with the remaining terms and conditions of the policy and
- Pay Mr and Mrs M £250 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Mr and Mrs M's complaint and direct U K Insurance Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 21 November 2025.

Anne Muscroft
Ombudsman