

## **The complaint**

Mr O complains about Accredited Insurance (Europe) Ltd's handling of his home emergency claim.

## **What happened**

Mr O holds home emergency cover with Accredited. He made a claim after noticing a leak from a waste pipe. Accredited arranged for an engineer from a third-party company to attend.

Mr O contacted Accredited again. He said the engineer had visited and told him they'd return the following day to carry out a repair as a part was needed. However, the engineer hadn't returned.

Accredited confirmed with the engineer that trace and access was needed in order to fix the pipe, which wasn't covered under the policy. Mr O was unhappy with this, and also said the engineer had removed part of the pipe which was causing a bad smell. He also couldn't use the facilities as the bathroom was connected to the waste pipe.

Accredited maintained that trace and access was needed in order to fix the pipe. It also said that the aim of the policy wasn't to provide a permanent repair, and it thought the damage to the pipe was a maintenance issue. Unhappy with this, Mr O brought a complaint to the Financial Ombudsman Service.

Our investigator didn't recommend the complaint be upheld. He thought the engineer had done what was required under the policy.

Mr O didn't accept our investigator's findings, and so the matter has been passed to me for a 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.

The policy explains that in an emergency, a contractor will be sent to carry out emergency work. The policy says 'emergency work' means:

*'The reasonable efforts a contractor makes to deal with an emergency during a visit to your home. This will be a temporary repair or, if it can be done at a similar cost, a permanent repair.'*

The policy excludes *'The cost of investigating and accessing the source of the emergency. If we cannot see and identify the source of the leak, we will not accept your claim'*.

I've read the engineer's report. This says that they stopped the leak by turning off the mains, but trace and access was required as well as additional parts to carry out a repair. They said the main pipe outlet was corroded and part of it would need to be replaced.

I've also looked at photos of the pipe. These show that part of the pipe going into the utility room floor was heavily corroded, and it looks like the engineer removed a small section of the pipe when investigating the matter.

So the engineer's report is at odds with Mr O's understanding of what would happen after the visit. Mr O thought the engineer was going to return with a part to carry out a repair, but the engineer's report said that trace and access was needed before a repair could be done. I don't know what the engineer told Mr O, but given that the damaged section of the pipe was going into the floor, it doesn't seem unreasonable for the engineer to say that trace and access was needed before a repair could be carried out.

Overall, I'm satisfied that Accredited dealt with Mr O's claim in line with the policy terms. The engineer turned off the mains which stopped the leak. The engineer thought trace and access was needed before a repair could be done. Trace and access is not covered by the policy (this was explained to Mr O when he made the claim), and so I think it was Mr O's responsibility to arrange access to the damaged pipe.

Whilst it's unfortunate that Mr O couldn't use the bathroom facilities, if the mains hadn't been turned off, then continuing to use the facilities would have made the leak worse. Mr O was unhappy there was a bad smell present after the engineer moved a heavily corroded section of the pipe. Again, that's unfortunate, but this damage was already present, and it seems from the photos that a hole was already in the pipe before the engineer visited (which is presumably why there was a leak in the first place). The engineer didn't cause any new damage or dismantle part of the pipe that was undamaged as part of their investigations.

Mr O says he didn't want to arrange trace and access under his buildings insurance policy. Instead, he says he made a home emergency claim with another company who carried out a repair to the pipe, and this resolved the issue.

I don't know what type of repair was carried out by the other company, and whether this was a temporary or permanent repair. Presumably the repair only took place to the damaged section above ground, given that Mr O says it was completed in an hour. That was up to that company, but as I've said, Accredited's engineer thought trace and access was needed to carry out a repair. I think it was reasonable for Accredited to rely on the engineer's opinion as they are the expert.

Accredited says the repair wouldn't have then been covered anyway as the policy doesn't cover maintenance issues. I don't think I need to consider this point, since Mr O is no longer claiming for the repair.

I therefore don't uphold this complaint.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 16 May 2024.

Chantelle Hurn-Ryan

**Ombudsman**