

The complaint

Ms L complains that Royal & Sun Alliance Insurance Limited (RSA) declined a claim to repair a faulty drain under her home insurance policy.

What happened

Ms L had buildings and contents insurance with RSA that included cover for accidental breakage to drains and pipes. She contacted RSA to say there was a blockage in the drain that was leading from her bathroom. RSA sent an engineer who noted some cracks in the pipework but no significant defects. They declined the claim as they said the cracks didn't affect the serviceability of the system and so it wasn't covered under her policy. The blockage was cleared by using high pressure jetting and the engineer charged Ms L for that service.

Ms L then asked her local water company to survey the drain and they found a defect at the junction where the toilet connected with the main sewer. They said this was causing waste to snag and build up, causing the blockage. Ms L thought RSA should allow her claim based on this information, but RSA maintained its position. RSA said that while there was a defect, this didn't affect the drain functioning as it should.

Ms L wasn't happy with this response, so she approached this service. Our investigator didn't uphold the complaint. She said that while there was a defect in her drain, there was no indication the defect was caused by a breakage of the pipework. She thought RSA were right to say the blockage had happened gradually, and that wasn't covered under her policy.

As Ms L didn't agree, her complaint has been passed to me to make a 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.

There doesn't appear to be any dispute about what's causing the blockage to Ms L's drain. Her local water company identified a defect in the way the waste pipe from her toilet connects to the main sewer. And that is causing waste to snag and build up over time, eventually causing a blockage. The question I need to answer is whether Ms L's insurance policy covers her for this sort of scenario.

Ms L's policy says it covers her for accidental breakage of drains and pipes providing services to or from her home. The policy defines accidental damage as sudden, unexpected and visible damage which has not been caused on purpose.

So, for Ms L to be covered under her policy with RSA, there would need to be some evidence of accidental damage to the drain system between her toilet and the main sewer. Something that has happened suddenly and unexpectedly.

The report from Ms L's local water company doesn't say what's caused the defect in the

pipework. It might have been caused by wear and tear or by faulty workmanship when it was installed, both of which are exclusions in Ms L's policy. Alternatively, the defect might have been caused by an insured peril – that is, something that is covered by the policy.

But, even if that was the case, Ms L would need to show that the damage was caused suddenly and unexpectedly. And I haven't seen any evidence to support that. Ms L said the toilet has been blocking up for a few years. It would seem that when the pipework is unblocked, the defect causes more waste to snag until it starts to cause a problem again. So, I don't think these circumstances meet the policy definition of accidental damage, which is sudden or unexpected damage.

Ms L thinks RSA should do more to investigate the issue before determining whether or not it's covered under her policy. But I think it's reasonable for RSA to rely on the report provided by the local water company. That report identifies the cause of the blockage – a defect in the pipework. It also had access to the report prepared by its engineer. So, I don't think it was necessary for RSA to conduct any further investigations.

I'm sorry to hear about the problems Ms L has been dealing with, particularly as it seems likely the situation will continue to cause periodic problems unless or until the defect is repaired. But I don't think RSA acted unfairly in declining her claim.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 6 June 2024.

Richard Walker
Ombudsman