

The complaint

Mrs G complains about Advantage Insurance Company Limited's decision to turn down her buildings insurance claim.

What happened

Mrs G held buildings insurance cover with Advantage, and this included accidental damage cover for underground pipes.

In 2023, Mrs G's husband excavated a pit in their garden so they could install a gas tank. In doing so, he found an underground culvert though didn't realise what it was. He put soakaway crates under the ground and located the gas tank in a different location. Their neighbour later reported flooding to their property, and it was thought there was a blockage to the culvert on Mrs G's property. In hindsight, Mrs G and her husband realised it had likely been damaged when excavating their garden to install the gas tank.

Mrs G made a claim under the policy. Advantage turned down the claim as it said the damage was due to Mrs G's husband's decision to install the soakaway crates, as this had blocked the culvert and prevented it from doing its job. Advantage then reviewed matters again. It said the drainage system for Mrs G's property was undamaged. Although the culvert *had* been damaged, Advantage said this wasn't part of the property and so wasn't covered under the policy.

Mrs G complained to Advantage about its decision to turn down the claim. Advantage issued its final response on the matter. It said the culvert wasn't Mrs G's legal responsibility, and the policy only covers accidental damage to pipes that provide services to or from her home and for which she is legally responsible. Unhappy with Advantage's response, Mrs G brought a complaint to this service.

Our investigator looked into things but didn't recommend the complaint be upheld. She agreed with Advantage that the culvert didn't provide services to or from Mrs G's home, so concluded that Advantage's decision to turn down the claim was reasonable.

Mrs G 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 covers accidental damage to cables, underground pipes and drains. The policy says:

'What's covered

- *Accidental damage to cables, drain inspection covers and underground drains, pipes or tanks providing services to or from your home and for which you're legally responsible.'*

The policy defines 'home' as the private residence shown in the policy schedule, including its garages and outbuildings within the boundaries of the property.

Advantage says the culvert doesn't fall under the definition of an underground drain, pipe or tank. However, the policy doesn't specifically define what's meant by an underground pipe or drain. A culvert is used to transfer water, so I think this could be considered an underground pipe or drain.

Though for the claim to be payable, Mrs G would still need to show the culvert provides services to or from her home, and that she has legal responsibility for it.

Mrs G and her husband have referred to the site investigations that took place. They say the culvert pipe has a connection into it and they think storm water from their old garage must have run into it through this connection. So, they argue that the culvert provided a service from their home at the time of the damage.

The CCTV report explains the direction in which the culvert runs from the manhole. There's a photo of a connection into the culvert. Mrs G and her husband say this is the same location as the garage downpipe.

I understand the garage has been converted since Mrs G's husband thinks he damaged the culvert. I also understand Mrs G and her husband have now connected the rainwater runoff from the garage conversion to the foul water system. I don't know when this happened, but there weren't any reported issues with the rainwater runoff from the garage between the date the culvert was damaged and the date the garage was converted. The only problems that have occurred have been at a neighbouring property. The expert report obtained by Advantage confirmed that the drainage system on Mrs G's property was serviceable and there were no issues.

I've looked at the site map, and Mrs G and her husband have identified on there where the connection is to the culvert. However, this appears to be outside the boundary of their property. So, it's not clear to me how this is in the same location as their garage.

In any event, whilst Mrs G and her husband think it's probable that rainwater from the garage entered the culvert, they haven't provided any expert evidence to confirm this.

Advantage also says that Mrs G isn't responsible for the culvert. Mrs G thinks she has 'riparian ownership' and says she's had verbal confirmation of this by the local land drainage authority. The information I've seen about this says that riparian owners are owners of land where the property is next to a watercourse (such as a stream, river or brook). If that's the case, then riparian owners are responsible for the upkeep of any culverts on their land.

I've not seen evidence which confirms that Mrs G is a riparian owner and therefore legally responsible for the upkeep of the culvert. Though as I've said, it's also the case that she hasn't provided sufficient evidence to persuade me that the culvert provided services to or from her home.

In these circumstances, I think it was reasonable for Advantage to turn down the claim.

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 Mrs G to accept or reject my decision before 21 April 2025.

Chantelle Hurn-Ryan
Ombudsman