

The complaint

Mrs S and Mr S complain Royal & Sun Alliance Insurance Limited (RSA) have unfairly declined their claim under their home insurance policy for damage to blocked drains at their property.

Mr S is the lead complainant, so I have referred to Mr S for the rest of this decision.

What happened

The background of this complaint is well known to both parties. So, I'll summarise the key points I've focused on within my decision.

- Mr S raised a claim to RSA for blocked drains caused by tree root ingress.
- RSA declined the claim, saying there was no cover in place to consider the claim under the policy as Mr S had not chosen to take out additional optional cover for 'Building Accidental Damage' cover.
- Our investigator considered the complaint and agreed that Mr S didn't have accidental damage cover which could've been used to review the claim, therefore RSA were correct to decline the claim.
- Mr S disagreed, saying he felt the policy wording lent itself to his claim being covered.
- As Mr S disagreed, the complaint has been passed to me, an Ombudsman, 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.

Having done so, I don't intend to uphold this complaint and I'll explain my reasoning below.

With any insurance claim, the onus is on the policyholder to show that they have a valid claim that's covered under the policy they've chosen to take out. It's also important to note that an insurance policy doesn't cover for every eventuality that might result in damage to a property.

Mr S made a claim to RSA for damage to underground service pipes which was caused by tree root ingress. The only part of the policy that could respond to the claim would be under the 'Accidental Damage' section, however Mr S doesn't have that included within his policy.

Mr S says that the policy definition of 'Buildings' under the section of the policy named 'Words with special meaning' includes drains and pipes, which I agree it does. However, the cause of the problem to the drains and pipes needs to be a result of an insurable peril; something that RSA have set out in its terms identifying what it's willing to offer cover for.

Mr S has commented that the policy doesn't say tree roots aren't covered, therefore it's plausible for the policyholder to be under the impression that tree root ingress to drains is covered under buildings insurance part of the policy. However, the absence of wording covering tree root ingress to pipes doesn't then bring it under cover. It would be unreasonable to expect a policy to cover every scenario about how damage could occur but that doesn't then mean that anything that's not mentioned in the policy is automatically covered.

I also note the policy wording on page five does include the following wording under the explanation of buildings cover:

"Buildings cover doesn't include accidental damage cover to any of your buildings, such as breakage of drains and pipes. This is included in the Accidental Damage Optional Cover."

As Mr S doesn't have the accidental damage cover added on to the policy, RSA can't consider his claim. I haven't identified any other part of the policy that can answer Mr S's claim; therefore, I'm satisfied with the complaint response RSA have provided and I won't be instructing it to do anything further.

My final decision

For the reasons given above, I don't uphold this complaint.

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

Angela Casey
Ombudsman