

The complaint

Mr and Mrs B complain U K Insurance Limited trading as Direct Line (UKI) unfairly declined an accidental damage claim under a buildings insurance policy.

What happened

The details of the complaint are well-known to the parties, so I won't repeat them. Instead, I'll focus on the reasons for my 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.

Mr and Mrs B held buildings insurance with UKI. They made an accidental damage claim after noticing a foul smell and wastewater wasn't draining properly, and removing a manhole outside uncovered a blockage. Mr and Mrs B paid an engineer to unblock the drain. UKI then appointed an engineer to validate the claim. They recommended the claim be declined as they found no evidence of accidental damage. Rather, they found a warped pipe and a cast iron manhole buried underneath the stone bed had rusted and broke away over time which allowed stones and material to cause blockages.

I find UKI's decision to decline Mr and Mrs B's accidental damage claim to be a fair and reasonable one, and not contrary to the evidence. I say this for the following key reasons:

- The policy provided cover for accidental damage to underground drains. Accidental damage is defined as "sudden and unintentional physical damage that happens unexpectedly". I note Mr and Mrs B say the loss of function when wastewater wasn't draining properly should be considered as sudden and unexpected damage, but I don't agree this meets the policy definition. I say this because, for their policy to respond under the accidental damage section, damage must be sudden and unintentional *physical* damage that happened unexpectedly. I'm not satisfied wastewater not draining away properly should be considered as physical damage.
- Mr and Mrs B have said they were unaware a cast iron manhole underneath the ground even existed or was a problem. And the issue only came to light once noticing what I've mentioned above. But I don't find their lack of awareness of the cast iron manhole problem is material here. I say this because the drains blocked because of the cast iron manhole rusting and breaking away over time. It follows the cast iron drain failed as it reached the end of its serviceable life, rather than a result of accidental damage as defined by the policy. The policy doesn't provide cover for damage resulting from wear and tear or any damage caused gradually.

In conclusion, I find UKI's decision to decline Mr and Mrs B's accidental damage claim was fair and reasonable based on the evidence available to it. It follows I don't uphold this aspect of their complaint.

I note Mr and Mrs B raised service issues, such as UKI leaving the area open to potential further damage. As I understand it, UKI's agent didn't fill in the area that was excavated by them, after having offered to do so, because the repairs Mr and Mrs B were responsible for paying for remained outstanding. A plastic tarpaulin-type sheet was placed over the area (I've seen a photo), and I'm not aware of any compelling evidence that shows further damage occurred as the result of the way in which UKI's agent left the area, nor due to the delay in it telling Mr and Mrs B undertaking repairs would not prejudice their complaint.

I'm also aware Mr and Mrs B have said they were told by UKI that had the accidental damage claim been accepted, it would have reimbursed the amount they paid their own contractor to attend initially. Mr and Mrs B said they called their own engineer before UKI as they forgot they held home emergency cover. But as I understand it, they haven't raised their request for UKI to cover these initial costs, following the decision to decline the claim, as part of this complaint. Therefore, if Mr and Mrs B are seeking these costs back, they must contact UKI in the first instance for it to have the opportunity to respond to.

I accept my decision will disappoint Mr and Mrs B as I recognise their strength of feeling regarding this matter. But for me to say UKI must do something differently, I must be satisfied it treated them unfairly. And, for the reasons set out above, I am satisfied UKI treated Mr and Mrs B fairly. It follows my decision ends what we – in attempting to informally resolve their dispute with UKI – can do for them in this specific complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 11 December 2025.

Liam Hickey
Ombudsman