

## **The complaint**

Mr S complains that Intact Insurance UK Limited declined a claim he made on his buildings insurance policy.

Reference to Intact includes its agents and representatives.

## **What happened**

The circumstances of this complaint aren't in dispute, so I'll summarise the main points:

- Mr S got in touch with Intact about a blockage to a culvert in front of his property.
- Intact declined the claim. It said the culvert wasn't covered by the policy because it didn't amount to a drain or a pipe and it wasn't within Mr S' property boundary.
- The matter was referred to this Service. Our investigator thought the culvert amounted to a drain or a pipe. But the policy terms also required Mr S to be legally responsible for the culvert and, as the property deed showed it was outside the property boundary, she didn't think he was legally responsible for it.
- Mr S said the property deed was inaccurate and the culvert formed the boundary to his property – and was therefore his responsibility to maintain. He sent Intact information to support his position.
- Intact reconsidered the matter further, but maintained its position. It also said the blockage was upstream of Mr S' connection to the culvert. So he would have no liability for removing the blockage, even if he were responsible for the culvert in front of his property. Mr S referred a second complaint to this Service.
- Our investigator thought Intact had fairly declined the claim because she didn't think Mr S had shown he was legally responsible for the culvert.
- An agreement wasn't reached, so the complaint has been passed to me.

## **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.

- When considering what's fair and reasonable in the circumstances I've taken into account relevant law and regulations, regulators' rules, guidance and standards, codes of practice and, where appropriate, what I consider to have been good industry practice at the time. Whilst I've read and taken into account everything said by both parties, I'll only comment on the points I think are relevant when reaching a fair outcome to this dispute. That's a reflection of the informal nature of this Service.

- The policy covers ‘accidental breakage of drain and pipes ... which are used to provides to or from your home, for which your family is legally responsible’.
- I don’t think Intact challenged our investigator’s view from the first complaint that the culvert amounts to a drain or a pipe. For the avoidance of doubt, I agree with that view. So this point has been met.
- The key point of dispute is whether Mr S is legally responsible for any part of the culvert. The onus is on Mr S to show he is, rather than on Intact to show he isn’t. A secondary point of dispute is whether Mr S would be liable for the blockage, even if he had a legal responsibility for any part of the culvert.
- The culvert begins in front of neighbouring properties, passes in front of Mr S’ property, before discharging into a ditch. The culvert runs between the entrance to the properties and a road, under a grass verge.
- I don’t think there’s any suggestion that Mr S is responsible for the entire culvert. At most, he suggests he’s responsible for the culvert insofar as it runs directly in front of his property.
- I think Mr S accepts the Land Registry drawing shows the verge, and therefore the culvert, is outside his property boundary. But he doesn’t think the drawing is accurate enough to rely on. He’s shared comments to support his position, which say the drawing is merely ‘indicative’.
- The comments also say that when the original ditch was dug, it may have been at the outermost extremity of the property and therefore within the property boundary. But the drawing has assumed the property boundary excludes the ditch. As a result, the ditch may be within Mr S’ property, contrary to the drawing. And, as the ditch has mostly been replaced by a culvert, the part of the culvert directly in front of Mr S’ property may be within his property boundary. Reference has been made to a legal case with some similarities.
- I understand the point the comments have made. And I can’t rule out the possibility they may have merit. But they don’t amount to an independent legal opinion on the matter. And I haven’t seen any other evidence that might be relevant, such as something from the Land Registry. Intact disagrees with much of the comments.
- So at the heart of this complaint is a disagreement about the extent of Mr S’ property boundary. I don’t think it’s appropriate for this Service to make a finding on this point. If I were to do so, I would effectively be seeking to determine the extent of Mr S’ property boundary. That would likely impact matters beyond the claim. And, if I agreed with him, that would amount to finding the Land Registry drawing is wrong. I don’t have the power to make these kinds of findings.
- My power is limited to making a finding about Intact and how it’s acted during the claim. Intact has relied on the Land Registry drawing, which shows the culvert is outside Mr S’ property boundary. Without anything from an appropriate source to contradict that, I think Intact was entitled to rely on it.
- Based on the information available to me, I’m not persuaded Mr S has shown he is legally responsible for any part of the culvert. So I’m satisfied Intact acted in line with the policy terms, and fairly and reasonably, when it declined the claim.

- As a result, I haven't gone on to consider the secondary point of dispute. But I can understand why Intact did so, as it would be a relevant consideration if Mr S were able to show he was legally responsible for any part of the culvert.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 17 December 2025.

James Neville  
**Ombudsman**