

## **The complaint**

Miss B has complained about how Zurich Insurance Company Ltd (Zurich) dealt with a claim under her home insurance policy.

## **What happened**

In 2021, Miss B made a claim for overflowing drains in her garden. Zurich investigated and found no issue with Miss B's drains. It suggested she speak to the water company. Miss B later provided Zurich with an invoice for her damp proof course. Zurich said the issue with the damp proof course was down to wear and tear and said it wasn't covered under the policy. However, it paid for damage to a sofa and garden plants.

In 2022, the drains overflowed again. So, Miss B made another claim. Zurich investigated and declined the claim because it said the damaged drains weren't within Miss B's boundary. It again suggested Miss B contact the water company.

In 2023, Miss B made a third claim for overflowing drains. Zurich investigated and again declined the claim because the issue wasn't with drains within Miss B's boundary.

When Miss B complained, Zurich said it was fair that it had declined the claims. However, it identified communication issues and delays with one of the claims. So, it offered £150 compensation.

Miss B complained to this Service. Our Investigator didn't uphold the complaint. She said the evidence indicated that the issue wasn't caused by drains for which Miss B was responsible. So, she said it was fair that Zurich declined the claims.

As Miss B didn't agree, the complaint was referred 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.

Having done so, I don't uphold this complaint. I will explain why.

Miss B previously raised complaints about the 2021 and 2022 claims around the time of those claims. I'm satisfied, under the rules of this Service, that these are complaints I can't consider as they were brought to this Service more than six months after Zurich provided its response to those complaints. I am only able to consider Zurich's complaint response of June 2025. In that complaint response, Zurich considered the most recent claim and confirmed it was satisfied the first two claim declines were fair. I'm also aware of some brief details of those first two claims for context when thinking about the third claim.

I've looked at the policy booklet, which said:

*“Accidental breakage of underground drains and pipes, and accidental damage to cables and underground tanks providing services to or from your home and for which you are legally responsible.”*

This meant that although Miss B had cover for underground drains and pipes, it was only where Miss B had legal responsibility for them. I don't think that wording is unusual.

When Miss B made her most recent claim, Zurich carried out a CCTV survey. No damage was found to the pipework for which Miss B was responsible. In line with the previous surveys carried out for the earlier claims, the issue was assessed to be with the pipework that was the responsibility of the water company. So, Zurich suggested Miss B follow this up with the water company.

Having looked at what happened, I think the evidence shows that, based on Zurich's assessment, the issue wasn't caused by pipes or drains for which Miss B was legally responsible. This meant there was no cover under that part of the policy. Miss B also didn't have buildings accidental damage cover. So, Zurich couldn't consider cover under this part of the policy either. I also read the garden cover. But this only provided cover where the damage was caused by things like fire, riots, malicious damage, impact from aircraft or theft. None of which applied to this claim. Looking at the policy, I didn't find any cover that would deal with the type of damage Miss B was claiming for. So, I think it was fair that Zurich declined the claim.

Zurich also offered £150 compensation for communication issues and delays it identified with its previous claim handling. In the circumstances, I think that was fair and I don't require it to pay anything further.

As a result, I don't uphold this complaint or require Zurich to do anything else in relation to it.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 22 December 2025.

Louise O'Sullivan  
**Ombudsman**