

## **The complaint**

Mr I and Mrs M have complained that U K Insurance Limited trading as Churchill (UKI) unfairly declined a claim under their residential landlord insurance policy.

As Mr I dealt with the claim and this complaint, I'll mainly refer to him from now on.

## **What happened**

Mr I was told by his water company that water was escaping from an underground main water pipe at his property.

He contacted UKI to make a claim. The claim handler asked him to answer five questions about the damage. It said this was to help it identify whether the damage was likely to be due to accidental damage or wear and tear.

Based on the answers it received, UKI decided that the leak was most likely to have been caused by wear and tear – a cause excluded under the policy.

Mr I spent over £3,500 on leak detection, rerouting a new cold water main pipe and making good. He complained to UKI as he thought he should be reimbursed for that expenditure.

UKI didn't change its position. It said if Mr I could provide evidence showing the damage to the pipe had been accidental, it would be happy to review it to see whether it changed its position.

Mr I referred a complaint to this service. Our Investigator didn't uphold it. She didn't think UKI had treated him unfairly.

Mr I thought it was unfair that UKI had declined the claim without carrying out any investigation into the cause of the damage and had assumed wear and tear. He also thought he should have been entitled to trace and access cover.

As Mr I disagreed with our Investigator's view, the matter has been 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.

Not all damage to a property will be covered by insurance – only damage that's caused by an insured event such as fire, flood, escape of water etc. When making a claim, it's the policyholder's responsibility to show that an event covered by the policy happened and as a result they suffered a loss.

Mr I's policy covers:

*"15. Any Accidental Cause excluding...  
b. Damage to the Property insured caused by or consisting of...  
...gradual deterioration, wear and tear..."*

The policy also covers:

*"Extensions*

*The insurance provided by this section is extended to include the following:*

*1. Underground Services*

*Damage for which You are legally liable, by any of the Contingencies 1-15 inclusive ... to underground pipes...supplying services to and carrying waste from the premises to the point of junction with the public supply line, mains and sewers."*

The policy doesn't define the term "*accidental damage*". The service has long said that in this context "*accidental*" means something that's unforeseen and unintentional.

It seems to be without doubt that there was damage to the pipe as it was leaking. And there was nothing to suggest that the leak was expected or the damage was intentional. In most cases like this, the policyholder doesn't know the cause of the problem. The insurer will usually appoint a drainage company to visit the property, survey the drainage, and report back. Depending on the nature and the cause of the damage, the insurer will then decide whether it's covered by the policy. So I can understand Mr I being disappointed by UKI not doing this.

Instead UKI asked him five questions designed to elicit information to show whether the damage was accidental such as whether there had been any building work or roadworks nearby. His answers didn't indicate that there'd been any sort of event that might have caused accidental damage to the pipe.

This is a finely balanced case but overall I think it wasn't unreasonable for UKI to say Mr I hadn't done enough to show that there was accidental damage and for it to decline the claim. I note that it offered to reconsider if Mr I could produce any further evidence in support of his claim and I think this was fair in the circumstances.

I've looked at the rest of Mr I's policy to see whether there was any other section that he might have claimed under. The policy covers him for damage caused by one of the contingencies or events listed in the policy. Mr I has referred me to Contingency 10 which covers damage caused by an escape of water. Claims are often made under this section for damage caused inside a property by a burst pipe. But in this case there was no damage caused by the escape of water. There was only damage to the pipe which was causing an escape of water. So I don't think this part of the policy is relevant to Mr I's claim.

The policy included trace and access cover in the event of damage by Contingencies 10 and 11. Contingency 11 is damage caused by leakage of beverages from storage containers etc. As there wasn't damage caused by either of these contingencies, unfortunately Mr I wasn't entitled to trace and access cover.

I'm sorry to disappoint Mr I but for the reasons explained above, I don't think UKI has treated him unfairly or unreasonably.

**My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I and Mrs M to accept or reject my decision before 16 March 2026.

Elizabeth Grant  
**Ombudsman**