

complaint

Mr B has complained that Legal & General Insurance Limited (L&G) have declined a claim he made on his home insurance policy.

background

The pipe supplying water to Mr B's house burst. When Mr B's wife called to register the claim, she was told that a cause of damage report would have to be provided before it could be confirmed that the incident was covered. She was specifically asked for photographs of the damaged pipe or a CCTV survey. The plumber that attended said that the pipe was too small for a CCTV survey. He said it would be more cost effective to install a new pipe rather than trying to locate the burst in the existing pipe.

After the work was done, Mr B sent the plumber's report to L&G. L&G then declined the claim on the basis that there wasn't enough evidence that the damage was due to one of the 'insured events' covered under the policy. In particular it said there was no evidence of it being 'Accidental Damage'.

Our adjudicator thought that L&G had acted reasonably in declining the claim, so he didn't uphold Mr B's complaint. Mr B disagrees and so the complaint has been passed to me for a decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The policy provides cover for accidental damage to underground pipes servicing the property. Accidental damage is defined as '*sudden, unintentional and unexpected physical damage that can be seen*'. But the cover doesn't include '*damage caused by wear and tear, depreciation.....or other damage that happens gradually over time.*'

Mr B agrees that his wife was asked to get photos or a CCTV survey as part of proving the cause of damage. But because he relied on the expertise of the plumber that attended, and there wasn't the option to get any photos, he thinks that L&G should decide the claim on the available evidence.

Mr B says that all the criteria for accidental damage have been met. He says the pipe wasn't leaking, but then it was, so it must have incurred damage. As the pipe was way underground it can't have been anything other than accidental.

I can appreciate that Mr B took the advice of the plumber to do the work in the most straightforward and cost effective way. But the question is whether L&G has been provided with enough evidence to substantiate that the leak was the result of accidental damage.

My understanding is that the damaged pipe wasn't excavated. Instead a new pipe was routed to the house. The plumber's report says: '*Underground burst possible caused by ground movement, it is more cost effective to renew then (sic) try and locate burst as the pipe has burst on a couple of occasions.*'

So no steps were taken to either find the exact location of the leak or to identify what had caused it. The plumber's mention of 'ground movement' seems to be just speculation on his part. And ground movement wouldn't necessarily mean that accidental damage had occurred.

M B understood the requirement for evidence to prove the cause of damage. He clearly thought that taking advice from the plumber, and then supplying the plumber's report, was the correct way to proceed. Unfortunately I don't think he has provided enough evidence to L&G for it to be able to conclude that the leak was due to accidental damage.

Mr B says that the only reason L&G has declined the claim is because of a lack of photographic evidence. If this was the case, and there was other credible evidence, I'd be likely to say that L&G was acting unfairly. But Mr B hasn't provided any real evidence of accidental damage. It's just as possible that the damage was due to wear and tear or something that was happening gradually. So I think it was reasonable of L&G to decline the claim. It follows that I don't uphold Mr B's complaint.

my final decision

My decision is that I do not uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 8 April 2016.

Carole Clark
ombudsman