

The complaint

Mr and Mrs C complain that Royal & Sun Alliance Insurance Ltd (“RSA”) declined part of a claim they made under their home insurance policy for a drain problem.

Reference to RSA includes its agents and representatives.

Mrs C has primarily dealt with things so, for simplicity, I’ll refer to her only.

What happened

I’ll summarise the main points about this dispute:

- Mrs C noticed a problem with the drainage system at her home. She asked a company to help. They said they cleared the drains and the system seemed to be working as normal again.
- Several months later, the problem returned, and Mrs C got in touch with RSA. It had a drainage survey carried out.
- RSA said the problem had primarily been caused by deformed and blistered pitch fibre pipework, which isn’t covered because it had reached the end of its serviceable life due to general wear and tear. It also said root ingress had contributed to the problem and that was covered. It offered to pay cash for this so Mrs C could put it toward the overall cost of putting the drainage right.
- Mrs C didn’t think it was fair for RSA to decline to deal with the pitch fibre problem.
- Our investigator thought RSA had acted fairly. He said that whilst the policy didn’t specifically exclude pitch fibre, it did exclude gradual deterioration – and that’s what had happened.
- Mrs C disagreed and made a number of points, which I’ll summarise:
 - When she first got in touch with RSA, it said she had cover under accidental damage.
 - She should be covered under the accidental damage section of the policy because the pitch fibre problem was unforeseen and unintentional. She had no knowledge of the materials used for the drains.
 - Based on the age of her property, RSA ought to have known it had pitch fibre pipe drains and highlighted this to her.
 - The policy wasn’t clear that this type of pitch fibre pipe problem wouldn’t be covered.
 - She wasn’t aware of a problem with the drains until they blocked. She took reasonable steps as soon as she could.
 - Mrs C and her family have had a number of health problems and other difficult circumstances and the cost of dealing with the drainage problem has

diverted money away from other important uses. So RSA declining her claim has had a significant impact on her at a very difficult time.

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.

- The policy covers “accidental breakage of drains and pipes”. It also covers “accidental damage to your buildings” and the policy treats the drainage system as part of the building. So I think it was right for RSA to tell Mrs C she had cover under the policy for a drainage problem and it would investigate further. Depending on the nature of the damage, the policy may have covered the problem under either section.
- The policy doesn't cover any damage caused by or resulting from “wear and tear ... deterioration, anything that happens gradually over a period of time”. This is the policy term RSA has relied on to decline the claim.
- The pitch fibre damage found during the survey is described as ‘blistering and deformation’. There's nothing to suggest anything external caused this problem, for example by crushing the pipe. So the damage is typical of long term gradual deterioration as a result of inherent flaws in the pitch fibre material. I'm satisfied this policy term applies to the damage and RSA can fairly decline the claim as a result.
- Whilst Mrs C may not have known about the problem until the blockage, I don't think that changes anything. The policy term isn't dependent on her knowledge of the problem, only on the nature of the damage. Gradual deterioration of pipes made from pitch fibre material is common and usually inevitable, so I'm not persuaded it would be fair to ask RSA to go beyond its policy terms to pay to put the damage right.
- I agree with Mrs C that RSA doesn't specifically exclude pitch fibre pipes. But Mrs C has said she wasn't aware of the material used in the drainage system, so I'm not persuaded specific reference to pitch fibre would have made a difference to her. And in my experience, it's very rare to find a home insurance policy which covers this kind of problem. So even if she had been aware, it's unlikely she could have found cover elsewhere or otherwise avoided this situation.
- The Insurance Product Information Document RSA sent Mrs C when she took out the policy acts as a summary of key terms. It says the policy doesn't cover “normal use or ageing, maintenance or anything else which happens gradually”. So I think it highlighted that this kind of problem wouldn't be covered.
- I wouldn't expect RSA to try to predict which properties may have pitch fibre pipes and warn policyholders about it. I don't think it would be practical or helpful to do so for the following reasons:
 - Not all properties of a similar age around the country used this material.
 - Many of those that did have already failed and been replaced with pipes made from other materials.
 - Some properties had/have a mix of pitch fibre and other materials.
 - Claims involving pitch fibre may still be covered, as has happened with the root ingress damage here.
 - Even if RSA highlighted the possibility of pitch fibre pipes to policyholders, most wouldn't know whether that material was used in their drains.

- I make no findings about how much RSA should pay for the root ingress problem – I understand that's the subject of a separate complaint, so I haven't considered it here.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 19 September 2023.

James Neville
Ombudsman