

The complaint

Mr N complains Covea Insurance plc (Covea) has declined a claim on his residential property owner's insurance policy.

What happened

The background of this complaint is well known to both parties. So, I'll summarise the key points I've focused on within my decision.

- In February 2023, Mr N's reported a leak at his property from an external underground water pipe.
- Covea asked Mr N to obtain two quotes from contractors, obtain photographic evidence of the leak once it was discovered, and obtain the contractor's opinion of the cause of damage so it could confirm whether it was covered under the policy. It said any work that went ahead will be on a 'without prejudice' basis as the cause of damage to the pipe needs to be confirmed to see if the policy can cover it.
- Mr N's contractor completed the repair works but was unable to confirm the cause of damage to the pipe.
- Covea declined the claim as the damage hadn't been shown to be caused by an insured event/peril.
- Our Investigator didn't uphold the complaint, Mr N didn't agree. He felt the Insurer has applied an exclusion and therefore he felt it was the responsibility of the insurer to prove an exclusion applies as per the information he found on our Service's website. Mr N also said in his opinion the damage to the pipe was caused from unprecedented changes in temperature experienced in 2021 and 2022.
- So, the complaint has been passed to me, an Ombudsman, to make a final decision.

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 intend to uphold this complaint and I'll explain my reasoning below.

With any insurance claim the onus is on the policyholder to show that they have a valid claim that's covered by the policy.

The policy covers *'Accidental damage to cables, pipes and tanks*. And accidental damage is defined within the policy as *'unexpected physical damage caused suddenly by an identifiable external means'*.

It's not disputed that the pipe was damaged, but Mr N hasn't been able to demonstrate that the leak was caused by accidental damage. I've not seen any supporting evidence from Mr N's contractor to determine 'how' the pipe was damaged. And without a cause of damage report it hasn't been proven that an insured event/peril has occurred.

I'm therefore satisfied that on the evidence Covea received it has fairly declined the claim as no insured event/peril appears to have happened. Mr N has said that Covea has unfairly applied an exclusion to decline the claim. Insurers will set out in policy wording what's not covered. Each term which explains what's not covered is called an exclusion. But this hasn't occurred in this case, Covea has simply looked to see if the event Mr N is claiming for is covered by one of the perils listed in the policy.

Mr N has also said in his opinion that the damage was caused by unprecedented ground level temperature changes in 2021-2022. This opinion isn't supported by an expert and there is no supporting evidence to demonstrate it. Even if I was to accept that this was the cause, on its face it's unclear to me what peril this would fall under within the policy. However, If Mr N can obtain evidence to support his claim of accidental damage to the pipe, I would expect Covea to consider it.

In summary from the evidence I've seen, I'm not persuaded the damage was caused by an insured event/peril covered by the policy. I therefore won't be directing Covea to do anything further on this complaint.

My final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 25 August 2023.

Angela Casey
Ombudsman