

The complaint

Mr A is unhappy that Accredited Insurance (Europe) Ltd (AIE) declined his claim for accidental damage.

What happened

Mr A had buildings insurance underwritten by AIE which included cover for accidental damage. He claimed under the policy when a mains pipe in his garden fractured, causing damage to his garden.

AIE tried but failed to locate the damage, so it arranged to return another day with more equipment and permission to shut off the water. But Mr A was concerned about the damage the flood water was causing to his and neighbouring properties, so he had the repairs done by a private contractor.

On visiting Mr A again, AIE found that the repair was done. Mr A asked AIE to pay for his contractor's costs because he felt let down by his insurer. However, AIE declined the request because there was no evidence of accidental damage.

Mr A complained to AIE. He said AIE didn't dig deep enough to expose the pipe, so it couldn't have known the cause of the damage. But AIE didn't change its decision about the claim, so Mr A brought his complaint to us.

Our investigator didn't uphold Mr A's complaint. While there was no doubt the pipe had fractured allowing water to flood Mr A's garden, our investigator didn't think Mr A had shown that there'd been accidental damage. Therefore, she thought AIE had declined the claim in line with the policy terms and conditions.

Mr A didn't agree. He said the pipe was more than a metre underground so something sudden and unintentional must've caused the damage. He said, therefore, it must be accidental damage and covered under the policy. Mr A wanted AIE to pay towards his repair costs.

The complaint was passed to me to decide.

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've decided not to uphold Mr A's complaint. I'll explain why.

The main issue of complaint is that Mr A doesn't think AIE should've declined his claim for accidental damage to his mains pipe. For me to uphold Mr A's complaint, I'd need to see that his claim was covered under his policy and that AIE declined it unfairly.

The policy provides cover for, "*Accidental damage to mains services which you are*

legally responsible for”.

Accidental damage is defined in the policy as:

Sudden, unexpected and physical damage which:

- i. happens at a specific time; and*
- ii. was not deliberate; and*
- iii. was caused by something external and identifiable.*

The water company confirmed that the pipe was Mr A's responsibility, and the damage was identified as being to the mains pipe. So, providing Mr A could demonstrate that the damage was accidental, then I'd expect AIE to consider the claim under the remaining terms of the policy.

AIE declined the claim because it said the damage wasn't accidental. Mr A is unhappy with its decision because AIE didn't see the pipe in its damaged state, so it couldn't have known the cause. I understand the point he's making, but that doesn't mean the claim should be accepted. It's Mr A's responsibility to show that the damage was caused by an event which meets the accidental damage definition.

Mr A said the pipe was underground, therefore it must've been damaged at a specific time, not deliberately, and by something external. He accepts that the cause is not identifiable, but he fails to see how it could be identified. Mr A suggests it could've been a minor earth tremor. Otherwise, he says the damage meets the definition.

I've thought carefully about Mr A's points, but I can't reasonably agree that he's shown the damage is accidental. An identifiable event would be something like a digger going too far down and accidentally breaking through the pipe. If an earth tremor caused the fracture, Mr A would need evidence that there was one which could reasonably have caused the damage at a specific time.

So, based on the evidence available, I find that Mr A hasn't shown that he suffered an insured event. Therefore, I'm satisfied that AIE fairly declined his claim in line with the policy terms and conditions.

I've considered the remaining points of dispute which relate to the service AIE provided. Understandably Mr A wanted the pipe fixed as soon as possible, and he didn't know how long he'd need to wait for AIE. So he arranged the repairs himself. However, as I've decided that AIE fairly declined the claim, there's no reason why AIE should contribute towards the cost of the repairs.

Overall, I'm satisfied that AIE declined Mr A's claim fairly, for the reasons it gave and in line with the policy terms and conditions. I haven't seen anything to suggest that AIE fell short in the way it handled Mr A's claim to the extent that compensation would be warranted. Therefore, I don't require any further action of AIE in respect of Mr A's complaint.

My final decision

For the reasons I've given, my final decision is that I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 24 November 2023.

Debra Vaughan
Ombudsman