

## **The complaint**

Mr C complains Liverpool Victoria Insurance Company Limited (LV) has declined a claim on his home 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 December 2022, Mr C was made aware by his local water authority that he had a leak on his water supply. As a result of this Mr C made a claim on his home insurance policy.
- LV sent its contractor to trace and access the leak. It made Mr C aware that he would need to pay the policy excess (£350) and if the leak was found to be a result of wear and tear then he would need to pay an additional £100 fee to its contractor.
- The contractor concluded that the leak was external but within the property boundary. It was able to fix the leak, however the pipe in its expert opinion was damaged by way of gradual deterioration (general wear and tear). As this is excluded under the terms of the policy LV declined the claim for accidental damage and Mr C was informed, he would need to pay the contractor the £100 fee.
- Mr C disagrees that the pipe was damaged by wear and tear. He thinks it could've been damaged accidentally by vehicles and material weight put on the ground from a skip when his neighbour was having work completed.
- Our Investigator didn't uphold the complaint, Mr C didn't agree. 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 underground pipes*'. And accidental damage is defined within the policy as '*damage caused suddenly by external means which is not expected and not deliberate*'.

LV appointed a drainage and water mains specialist. It determined in its expert opinion that the pipe had gradually deteriorated. It said black alkathene pipes that were used in the past are more prone to wear and tear and the industry now use blue polyethylene pipes that are less prone to wearing compared to the black pipes.

Mr C says as the pipe is split, the damage could've been caused by compression from vehicles and material weight put on the ground from a skip when their neighbour was having work done.

Mr C has provided photographs of the damaged pipe that was cut out. It's not disputed that the pipe is damaged, but this doesn't demonstrate that the leak was caused by accidental damage. I've not seen any supporting evidence such as a professional opinion to show that this is how the pipe was damaged or photographs showing evidence of damage to the ground which match to the area that the pipe was damaged.

From the evidence I've seen, I'm persuaded the damage is more likely than not to have been caused by wear and tear. I therefore won't be directing LV 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 C to accept or reject my decision before 11 August 2023.

Angela Casey  
**Ombudsman**