

## **The complaint**

Mrs B is unhappy that Aviva Insurance Limited declined a claim she made under her home insurance policy for an underground pipe problem.

Mrs B has been represented at times but, for simplicity, reference to her includes anything said by her representative.

## **What happened**

The circumstances of this complaint aren't in dispute, so I'll summarise the main points:

- Mrs B discovered a problem with the underground pipes at her home when she noticed the foul drains backing up.
- She got in touch with a drainage company, R, who found tree roots in the pipe. These were removed and the blockage was cleared. R also found a displaced joint in the pipe, which it recommended be repaired. Mrs B paid around £1,500 for the blockage to be removed and associated work. She asked for Aviva to meet this cost and carry out the work required to repair the displaced joint.
- Prior to agreeing for the blockage to be cleared, Mrs B spoke to Aviva. She says it agreed for her to proceed with the work and it said it would appoint its own contractor, G, who would contact her.
- G said if it had carried out the work, it would have cost around £850. It offered £750 to settle the claim, after deducting the £100 excess.
- Mrs B complained about the way the claim had been handled. Amongst other things, she said she'd had to wait nearly two months for contact with G – and that only happened because she chased Aviva.
- Aviva accepted there had been 'missteps', including an initial complaint response based on incorrect information. But it thought G's offer was correct as it represented the amount it would have cost G to carry out the work. It said it hadn't authorised the work during the initial call. It accepted there had been delays and miscommunication during the claim and offered £200 compensation.
- Our investigator thought the offer for the claim was in line with the policy terms. She didn't think the displaced pipe was covered under the policy as it hadn't been linked to the blockage. And she thought £200 was reasonable for the poor claim handling.
- Mrs B didn't think this was a fair outcome. She said it was necessary to have the blockage removed immediately, as it was causing waste water to back up. And given G didn't get in touch with her promptly, it wouldn't have been viable for her to wait for G before having the blockage cleared.

- More recently, Mrs B got in touch with Aviva as the drain had become blocked again. G were again appointed and this time it cleared the blockage. But it didn't agree to repair the pipe. Mrs B noted there had recently been a subsidence claim at her property, caused by a tree close to the drains. She questioned whether the same tree that caused subsidence had also damaged the drains by causing the displacement.
- Aviva considered what Mrs B had said, but it didn't agree to pay to repair the pipe. It said there was no evidence to suggest the pipe had been damaged accidentally, as defined by the policy, and/or by tree roots.

### **My provisional decision**

I recently issued a provisional decision in which I said:

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 the cost of breaking into and repairing an underground pipe in order to clear a blockage, up to £1,000.

In some situations where a policyholder has work carried out *and then* contacts the insurer to make the claim, it may be fair for the insurer to settle based on what it would have cost if it had been given the chance to carry out the work itself.

But I don't think this is one of those situations. I'll explain why.

I've listened to Mrs B's initial call with Aviva. After she explained the circumstances, Aviva said it was something it would 'look to consider' and it would refer the matter to its contractor, G, who would contact Mrs B later that evening or the next day. So I don't think Aviva agreed to meet the costs of R's work or committed to anything other than appointing G to promptly consider things further.

However, G didn't contact Mrs B. I understand a system problem between Aviva and G was the cause of this, but I don't think that matters. Ultimately Mrs B was told to expect a call the same day or the next. And it was only after she chased Aviva that she heard from G – nearly two months later.

Mrs B was faced with foul drains backing up, risking waste water entering her home. I'm satisfied in these circumstances it would have been reasonable for her to have the blockage removed promptly. And if she had waited for G, it's likely the problem would have worsened, increasing the distress and inconvenience to her and the cost to Aviva. So, whilst Aviva didn't agree to meet the costs of the work during the call, I don't think it would be fair and reasonable to limit the costs to what G would have charged in these circumstances.

The policy covers up to £1,000 for clearing a blockage. Mrs B paid more than this, so I think it would be fair for Aviva to pay up to the limit. If Aviva has already paid Mrs B its earlier offer, it need only pay the remainder to make up £1,000 in total.

Mrs B would also like Aviva to carry out repairs to the pipe as suggested by R. Both parties have agreed to expand the scope of this complaint to include the recent investigations carried out by G.

G initially questioned whether the damage to the pipe amounts to a displaced joint under sewer condition classification. R carried out a CCTV survey and used that to

report a displaced joint. I understand G hadn't visited or carried out a survey of its own initially. More recently it has done, and it described a 'slight lip' in the pipework. So I think it's now agreed by all parties that there is displacement or misalignment in the pipework. Aviva's offer to settle the claim doesn't include an allowance for these repairs.

The policy covers 'accidental damage' to underground pipes. That damage doesn't need to be related to a blockage in order to be covered. But it does need to meet the definition of 'accidental damage', which is:

*Damage caused suddenly and unexpectedly by an outside force*

I've considered the evidence about the damage to decide whether it meets this definition.

R identified the displacement problem in its report and recommended how to put it right, but it didn't offer an opinion about how the problem was caused. It noted the presence of roots in the pipe but didn't comment on whether the roots had caused any damage to the pipe.

Initially, G didn't offer an opinion about the cause of damage either. More recently it carried out a CCTV survey of its own and said a defective connection had caused the slight lip – and that in turn was causing blockages. It said the defect was a result of poor installation, but it hasn't provided any further comment or evidence to support this finding.

Overall, there's little evidence about the cause of the displacement damage. The onus is on Mrs B to show it was likely caused in a way that meets the definition above. I note her point that the tree roots may have caused the problem, but there's no expert evidence to support that. The pressure of tree roots and/or ground movement may have caused the displacement. But it's also possible the roots entered the pipe through an existing misalignment – which may be the result of poor installation as Aviva suggests.

Whilst it remains possible the damage meets the definition, I'm not persuaded the evidence available to me shows it likely was. For that reason, I'm satisfied it's reasonable for Aviva to decline to deal with the displacement damage on the strength of available evidence.

Mrs B is entitled to seek further information about the cause of the damage if she wishes.

It's agreed by both parties that Aviva has provided a poor service to Mrs B. There have been significant delays, poor communication, and a complaint response based on incorrect information. And Aviva didn't give a clear answer about the pipe displacement problem until Mrs B called them back some time later. All of this has contributed to unnecessary distress and inconvenience for Mrs B during the first part of the claim.

I'm pleased to see Aviva has recognised this by offering £200 compensation. But I'm not satisfied that goes far enough to put things right. I think £300 would be appropriate in the circumstances. If Aviva has already paid the £200 it offered, it need only pay £100 more.

I know Mrs B feels strongly that Aviva has treated her unfairly in the second part of the claim too. But I'm not satisfied that's the case. It sent G to unblock the pipe and then carried out a survey to check the condition of the pipe. I think its findings are reasonable based on the available evidence. So I don't intend to ask Aviva to pay compensation for the way it handled the second part of the claim.

### **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.

Mrs B responded to say she accepted my provisional decision. She also said she hadn't been paid anything by Aviva up to this point, so she would like to receive a full settlement.

Aviva acknowledged receipt of the provisional decision, but didn't provide a response to it.

As Mrs B has accepted my findings and Aviva hasn't challenged them, I see no reason to change them or comment further.

### **My final decision**

I uphold this complaint.

I require Aviva Insurance Limited to:

- Pay a total of £1,000 for dealing with the blockage
- Pay a total of £300 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 18 January 2023.

James Neville  
**Ombudsman**