

The complaint

Mr and Mrs R complain about the way Aviva Insurance Limited dealt with a claim they made under their home emergency insurance policy for a drainage problem.

Mr R has primarily dealt with things so, for simplicity, I'll refer to him only.

Reference to Aviva includes its agents and representatives.

What happened

As the circumstances of this complaint aren't in dispute, I'll summarise what's happened.

- Mr R asked a builder to re-level a damaged pathway in his garden. The builder discovered a drain below the pathway was disconnected between a gully and a manhole. As a result, the drain was leaking into the nearby ground and thought to be causing instability.
- Mr R got in touch with Aviva. It visited and agreed there was a disconnected drain. But it said this wasn't covered by the policy. Mr R paid a builder to connect a new drain from the gully to the manhole. He also paid a company to infill the ground and put the pathway above it right.
- Mr R complained. He said Aviva had surveyed the system in 2021 during a previous claim for a separate area of drainage – but it hadn't told him about the disconnected drain. And if it had done so, he could have put it right much sooner and avoided later problems with the ground and pathway.
- Aviva maintained the disconnected drain problem wasn't covered. It said in 2021 it had been "unable to evidence the gully did not run into a septic tank" but it was now able to evidence this.
- Our investigator didn't think Aviva had acted unfairly. Mr R disagreed. In summary, he said Aviva had, or should have, found the disconnected drain problem when it surveyed the system in 2021 – and told him about it.

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.
- Having done so, I intend to uphold this complaint. I'll explain why.

- I understand the drainage problem reported in 2021 was resolved by Aviva and the local water authority clearing tree roots from sections of pipework around the front of the property. So I don't need to consider that problem any further.
- Whilst looking into that problem, Aviva surveyed all of the drainage system serving the property. Aside from the pipe at the front containing roots, it didn't deal with or make Mr R aware of any other damage or problems with the drainage.
- In 2023, Aviva didn't survey the drainage. But to the rear, it found the drain was disconnected between a gully and a manhole.
- Aviva says the disconnected pipe problem isn't covered by the policy, although it's difficult to understand why it thinks that. When our investigator asked Aviva, it said soakaways aren't covered by the policy. This seems to be based on the drainage engineer's comment that the gully didn't run into a septic tank and all gullies run into soakaways. Mr R doesn't agree the gully in question runs into a soakaway – and he's not claiming for a soakaway in any case.
- He's shared his invoice for the work he had carried out – and it doesn't mention a soakaway or similar. So whilst I agree soakaways aren't covered by the policy, that's not relevant here. Even if the gully and/or disconnected drain run into a soakaway, it's only a soakaway itself that is excluded from the cover.
- Relevant to this claim, the policy says: *"You are covered for problems relating to your plumbing and drainage. The engineer will resolve the immediate problem by repairing or replacing leaking pipes, clearing blocked drains ... The engineer will leave a blocked drain running clear or repair a damaged section of drain which is leaking."*
- I'm satisfied this means the repair of the disconnected pipe is covered. Mr R paid £460 for that work. Aviva should settle the claim at this amount, less the excess, which I understand is £50. So it should pay £410.
- Mr R also paid £600 to have the ground infilled and the pathway above it put right. The contractor said this work was required "due to erosion of earth caused by drainage water". This problem isn't covered by the policy. Mr R says Aviva should have made him aware of the disconnected drainage in 2021. If it had, he would have resolved it and that would have avoided a problem with the ground and pathway.
- I wouldn't usually expect an insurer to routinely survey all drainage to look for *any* problem. I think it's generally reasonable for an insurer to focus on investigating the reported problem. Engineers carrying out the survey rarely have a drainage plan to work from – they have to investigate the system to establish the layout and type of drainage at the property, to the extent required to investigate the reported problem.
- But, however extensive the survey, I would expect an insurer to consider any damage found. And, if covered by the policy, resolve it, or, if not, let the policyholder know what the problem is and leave them to resolve it at their own cost.
- In this case, Aviva surveyed the entire system in 2021. It hasn't provided a survey report or diagram and its notes are quite unclear and hard to follow. But they do indicate it had concerns about where the drainage flowed. And looking back recently, Aviva said "there were suspicions in 2021 that the [gully] did not go in to [the septic tank] but could not prove this at the time". So I think it recognised the gully wasn't emptying as it should have been.

- Aviva says it would often require an excavation to establish exactly where a problem is. And it wouldn't have done this to the rear drainage in 2021 as it had identified the problem Mr R had reported at the front. But in 2023 Aviva confirmed the rear drain was disconnected without the need for an excavation. So it doesn't seem an excavation would have been needed in 2021 either. And even if it was, if Aviva thought there was a problem that might have been covered by the policy, it could have carried out the excavation. Or, if it thought it wasn't covered, it could at least have shared its concerns with Mr R for him to explore.
- Taking all of this into account, I'm not satisfied Aviva has treated Mr H fairly. Given the concerns it had in 2021, I think it would have been reasonable to explore a potential problem further – or share those concerns with Mr R. Even if Aviva wasn't entirely sure of the nature of the problem – or whether it was covered by the policy – sharing what it had found with Mr R would at least have given him the opportunity to explore it further. That's what he did in 2023 when he was told the problem wasn't covered, so I think it's likely he would have done the same in 2021.
- That would likely have led to the drain being connected in 2021, and that would have stopped the leak. It's unclear how long the leak had been going on for prior to 2021 and whether some ground erosion had already taken place. But, however much there was, it wasn't sufficient to damage the pathway. By 2023, Mr R had noticed damage and asked a builder to deal with it. So, based on the limited evidence available to me, I think it's likely most of the erosion caused by the leak happened since 2021. Because of this, I'm satisfied it would be fair for Aviva to pay Mr R £600.
- Aviva hasn't handled the claims well. It has little information and its notes are unclear, which has led to confusion about the nature of the problem and whether it's covered by the policy. And not taking appropriate steps in 2021 has likely made the problem worse. All of this has caused avoidable distress and inconvenience to Mr R. To put that right, I think it should pay compensation. I'm satisfied £250 is reasonable in the circumstances.

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.

- Mr R and Aviva both responded to say they accepted my provisional decision and made no further comments.
- With both parties in agreement, and no further points raised, I see no need to consider the matter or comment further.

My final decision

I uphold this complaint.

I require Aviva Insurance Limited to:

- Pay £1,010 for Mr R's financial losses.
- Pay £250 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and Mr R to

accept or reject my decision before 20 February 2024.

James Neville
Ombudsman