

## **The complaint**

Mr S complains about the actions of Aviva Insurance Limited after he made claims under his home emergency policy. He says Aviva is responsible for causing damage to his drains. He's also unhappy with the customer service he's received from it.

Aviva is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As Aviva has accepted it is accountable for the actions of the agents, in my decision, any reference to Aviva includes the actions of the agents.

## **What happened**

In early 2022, Mr S made a claim under his home emergency policy with Aviva because his drains were blocked. Aviva carried out some repair work, but it said the drains were incorrectly installed and the policy didn't cover remedial work. It told Mr S there wasn't currently a blockage or leaks from the drains, but Mr S might want to consider the remedial work Aviva had suggested in order to avoid further blockages occurring. Mr S disagreed with what Aviva had said and also raised concerns about the engineer's behaviour and the service he'd received.

Mr S brought his complaint about these matters to our service and one of our investigators looked into them. The investigator issued his outcome to Mr S's complaint in December 2022. He didn't think Aviva needed to take any further action. The investigator gave Mr S the right to refer his complaint to an ombudsman, but Mr S didn't ask for it to be escalated so his complaint was closed.

Mr S told us an independent contractor had reviewed his drains and disagreed with what Aviva had said. He also told us that his water company had investigated his drains and had concluded that Aviva's engineers had damaged the drains when carrying out repairs.

The investigator advised Mr S that he would first need to raise his concerns about the quality of repairs with Aviva before we could look into them. He said Mr S would need to provide Aviva with a copy of the report and evidence of how much the report had cost for it to consider reimbursing him.

Mr S sent a number of emails to Aviva which weren't responded to. He was eventually contacted about his complaint in June 2023 and Aviva issued its final response letter in July 2023.

Aviva apologised that Mr S's previous emails hadn't been responded to. It said it had seen evidence that Mr S had sent the emails to multiple mailboxes. These were in turn forwarded directly to the person who was managing his case. It said it was upholding this aspect of Mr S's complaint and offered him £60 compensation for the inconvenience caused.

Aviva said it hadn't been provided with a report which showed a clear dispute of the engineer's diagnosis of his drains. There was no evidence provided for any damage caused to Mr S's drain in relation to previous work carried out either.

Aviva noted that Mr S had raised concerns in regard to a blocked bath, but it said there was no evidence of a job being booked in with its claims team to attend his property. It suggested that Mr S contact its claims team about this issue. It said if there was a blockage which could be cleared it would be, but if the problem was due to underlying remedial work that needed to be completed there was nothing further Aviva could do.

Mr S remained unhappy and asked our service to consider his concerns. He told us the bath blockage had been cleared but he'd like to be compensated for missing the use of a bathroom for nine months. He said Aviva's contractors' repairs were a bodged job and the damage to the pipe on the border and main sewer had been repaired by his water company. He said he was led to believe that as Aviva had ignored the water company it had cross charged the bill to Aviva.

I issued a provisional decision on 1 May 2024, where I explained why I intended to uphold Mr S's complaint in part. In that decision I said:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*Based on what I've seen so far, I intend to uphold Mr S's complaint in part. I'll explain why.*

*I thought it would be helpful to provide some clarity about the Financial Ombudsman Service's role and the scope of the complaint that I'm deciding. Our role is to resolve disputes between complainants and financial businesses, to help both parties move on. It isn't our role to handle a claim or to deal with matters as they arise.*

*I understand Mr S would like me to look into the concerns he raised in his previous complaint. However, I'm satisfied that Mr S was given the opportunity to have that complaint considered by an ombudsman before it was closed in February 2023. And I don't think it would be reasonable to reopen it.*

*I appreciate Mr S believes Aviva withheld information from the investigator who dealt with his previous complaint because he didn't receive copies of engineer's reports until July 2023. However, I can see that Aviva provided the notes from these reports when it sent its business file to us in October 2022. So, I'm satisfied the investigator was able to consider this information when he reached his outcome in December 2022.*

*To be clear, in my decision I will be considering the concerns Mr S has raised that were dealt with in Aviva's final response letter of 10 July 2023.*

#### Independent report

*Mr S disputes what Aviva said about there being an issue with the installation of his drains in early 2022. In his outcome to Mr S's previous complaint (issued in December 2022), our investigator said that if Mr S was unhappy with Aviva's findings, he would need to arrange his own independent specialist report confirming Aviva's engineers were incorrect.*

*In March 2023, Mr S told us he'd arranged for an independent contractor to visit, and he disputed Aviva's engineers' diagnosis. I can see Aviva told Mr S it had not received this report in emails it sent him on 28 June and 5 July 2023 and gave him an email address to send it to. In its final response letter of 10 July 2023, Aviva indicated it was yet to receive it.*

*Aviva says Mr S sent it a copy of the surveyor's report (dated February 2023) on 17 July 2023. After it received this, Aviva said the report confirmed what its engineers had previously said about the drains having a back fall. It said:*

*"The (surveyor's) report confirms your drains have a back fall which will continue to hold water until remedied. There is no evidence within this report of any damage being caused by (Aviva's agent) to your drainage. The report from (the surveyor) confirms what our engineers have diagnosed on multiple occasions. Therefore (Aviva's agent) will not be covering the cost you have incurred to (the surveyor) and the outcome of your complaint remains unchanged."*

*Mr S has recently provided us with a copy of this report along with CCTV footage. The report shows there was a blockage, and the survey was abandoned because the camera was unable to pass this. It doesn't say what caused the blockage.*

*Mr S has provided a copy of an email he received from the surveyor. This says:*

*"You can see in the report that water is holding inside the pipework, which could indicate an issue off the boundary. We would recommend speaking to the local water authority and get them to investigate the issue from F1 chamber downstream. Should they find no issues off the boundary, we would recommend carrying out a laser level check on the pipework, which we can provide a quotation for depending on their findings."*

*It seems from the above, that the surveyor wasn't able to determine the cause of the blockage. So, I'm not persuaded it shows that Aviva gave Mr S incorrect information about the back fall.*

*Mr S has complained that Aviva hasn't reimbursed him the £240 he paid for the survey. However, I wouldn't expect Aviva to pay for a survey that didn't show that its engineer's findings were incorrect. So, based on what I've seen, I don't think Aviva has acted unfairly here.*

#### Quality of repairs

*Mr S says Aviva's engineers damaged the drainage system when they carried out repairs in early 2022. He says the water company only repaired the patch on their land and left the second patch, which was 50 cm away on the boarder / his land unrepaired.*

*He's commented that if Aviva had not ignored the water company for five to six months, both repairs could have been completed at the same time when the road was dug up.*

*Mr S has provided a copy of an email from the contractor whose engineers attended in February 2022. He says the contractor admits damaging the pipes on cutting roots. The email Mr S has referred to says:*

*"I have been asked to send over a report to yourself regarding the visit we had on 14/02/22.*

*Our engineer had cleared the blockage but as still running slowly he carried out a look see with his camera that showed the roots from the bushes have caused the pipe to displace in places which will cause further issues if left.*

*I have attached a couple of pictures that our engineer took on the day which show the bushes above the drain run which has roots and a picture of one of the displaced joints."*

*The engineer's note from the visit of 14 February 2022 says:*

*"Used hpj to clear blockage slow flowing due to a displacement in the pipe about 12.8 underneath the bush area, carried out look see."*

*The note of 25 February 2022 says:*

*“Root cut complete, whilst on site discovered a buried manhole which has a back fall.”*

*The email from the contractor is dated 17 February 2022, which is a few days after the roots were observed by the engineer. It looks like the roots were cut about a week later. So, I’m not persuaded that this email is an admission from the contractor that their engineer damaged the pipes when cutting the roots. Nor have I seen any other evidence to suggest the contractors caused damage to the pipework when the root cutting was done.*

*Mr S has also provided the planned patch diagram from the contractor, which he says proves they did two patch repairs.*

*The engineer’s note of 10 March 2022 says:*

*“Point of entry and patch liners / Patch liners installed.”*

*So, I don’t think Aviva disputes that patch liners were installed by its engineers.*

*Mr S says Aviva withheld reports from the visits from him and our service. However, Aviva has provided copies of job reports from the visits that took place in February and March 2022. I can see that it sent copies of these notes to Mr S in March 2022 and again in July 2023.*

*I appreciate that the job reports are very brief, and Mr S may have been expecting more detailed reports. But I’m not persuaded that Aviva has tried to withhold evidence from him or from our service.*

*Mr S has provided copies of emails he received from the water company, which he says is evidence that they hold Aviva responsible for causing damage to the drains.*

*There is an email dated 9 March 2023 with a summary of the water company’s job notes which says:*

*“Arrived and spoke with customer about ongoing blockages. I have cctv’d and found two patch linings, one private and one off boundary. They are causing continuous blockages customer would like us to look into fixing the problem.”*

*The email goes on to say that this would be looked into further on 15 March when the field technician who attended was back in.*

*There is another email from the water company dated 28 April 2023 which asks him to forward the Aviva engineer’s job notes once he’s received them.*

*In an email of 1 May 2023, the water company says:*

*“Our partner company attended on our behalf on 11<sup>th</sup> April 2023 and found holding water in the area of the sewer where some repairs were done to the lining by insurance company.*

*Our (water company) technician attended on 14 April 2023 and he cleared the blockage and carried out a CCTV inspection of the pipework showing the issue with the main and lining repair.*

*The issue reoccurred on 23 April 2023 and our engineer once again attended on 25 April and cleared blockage and advised this will be an ongoing issue until the patches that have been installed are removed. We are currently seeking information from the contractor who carried out the lining work before we can proceed with this further."*

*Aviva has noted two calls from the water company – on 12 and 15 May 2023. There is a mention of the water company saying it would carry the work out themselves to fix the issue but would charge Aviva for the costs. However, Aviva says there was no further contact from the water company and no bills were received charging it for any of the works they had completed.*

*On 28 June 2023, Aviva's complaint handler sent Mr S an email which said:*

*"You also explained the water company is currently organising repair works on the drains which you and the water company believe (Aviva's agent) are liable for damaging. On this basis they will be charging (Aviva's agent) for the works to be carried out. In this instance your water company will file a subrogated claim to (Aviva's agent). However, we will need to see evidence of the damage alleged by the water company."*

*The complaint handler said the evidence could be sent directly to him and to a generic email address.*

*Aviva says it didn't receive any evidence from Mr S, aside from the surveyor's report (dated February 2023), which it received in July 2023. This report didn't show what was causing the blockage. I haven't seen anything to suggest that Mr S shared the emails he received from his water company with Aviva. So, it doesn't look like it had the opportunity to consider these before it responded to his complaint.*

*The emails from the water company aren't enough for me to conclude that Aviva is responsible for the ongoing blockages to Mr S's drainage. However, I think they cast sufficient and reasonable doubt as to whether the patch liner work that was carried out by Aviva's engineers resulted in an effective and lasting repair. I think they suggest that there may have been poor workmanship here.*

*Given this doubt, I think the fairest way to move matters forward would be for Aviva to arrange investigative work to establish the cause of the continued blockages, including checking the patch liners that were installed on Mr S's land. If the issue turns out to be as a result of the patch liners Aviva's engineers installed, then Aviva should arrange for this issue to be rectified as soon as possible.*

#### *Bath blockage*

*Mr S is also unhappy that Aviva didn't deal with a blockage to his bath, which seems to be unrelated to the other drainage issues.*

*I can see that Mr S mentioned this in a number of emails sent to Aviva from January to June 2023. In its final response letter of 10 July 2023, Aviva acknowledged that Mr S's emails hadn't been responded to. But it said there was no evidence of a job being booked in with Aviva's claims team to attend his property.*

*Mr S says he did try to log his claim by phone, online portal, chat and email. I can see that in an email he sent to Aviva in March 2023, Mr S said he'd tried to connect to Aviva in other ways, but it was blocking him. He provided a screenshot which said the digital live chat was unavailable.*

*I haven't seen evidence to show that Mr S attempted to log his claim online or by phone. But his emails were sent to multiple email addresses, and I think Aviva should have dealt with them much sooner than they did.*

*Aviva's records show that the blockage affecting the bath was cleared in July 2023. Mr S says Aviva's engineer resolved the hair blockage in 30 minutes.*

*I understand that there is more than one bathroom in Mr S's property. So, he and his family don't appear to have been left without washing facilities. However, he says not having use of the bath was hard as he has children. And, I think not having full usage of one of the bathrooms is likely to have caused some inconvenience to him and his family.*

*I think Aviva's failure to respond to the numerous emails Mr S sent over a period of almost six months caused him a lot of unnecessary frustration. Considering this along with the impact of not having the use of his bath, I think a total of £400 would more fairly recognise the distress and inconvenience Mr S has experienced as a result of Aviva's poor service."*

I set out what I intended to direct Aviva to do to put things right. And I gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

## **Responses**

Aviva said it had been in touch with the water company to see if it was able to share any further information on the sleeve Aviva's engineers had fitted. But it hadn't received a response. Therefore, it did not have anything further to add to the provisional decision.

Mr S made some comments around why he felt our service should allow his previous complaint to be reopened. He felt Aviva had withheld information from us and the investigator who dealt with his previous complaint had reached the wrong conclusion. He said he'd been caused a great deal of stress because of this.

Mr S said he'd provided an independent report as Aviva had requested, but it was unnecessary as Aviva admitted it knew the finding already and withheld it. Aviva said it would not pay for the report.

Mr S said he'd provided multiple photos of tonnes of sewage in the manhole on the border of the property, causing sewage to spill everywhere from Aviva ignoring the broken pipes. He said he'd provided photographs from the water company that show the remaining patch repair is at fault. He disagreed that Aviva hadn't caused damage when the root cutting was done. He said the pipe blocked continuously from this point onwards, which the Aviva and water company callouts prove.

Mr S said he believed Aviva was lying about there being no further contact from the water company after the two noted calls. He suggested I get information from the water company.

Mr S said the compensation I'd proposed did not go far enough, due to the stress and need for medication that had started the day the Aviva engineer tried to bully him out of his insurance. Nor did it cover all of the times he'd attended the water company engineer's visits. Nor did it cover the amount of water bills required to flush the drains to clear the problem caused by Aviva since February / March 2022. Nor the amount of lies required to be proved by him.

## **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.

I've already explained why I'm not persuaded that Aviva withheld information from our service. I appreciate Mr S feels the independent report he provided shows Aviva was 'lying', but I'm not persuaded that it does.

I don't have sufficient information to conclude what is causing the recurring issues with Mr S's drains. This is why I feel it would be fair for Aviva to carry out some further investigation into this. And if it turns out Aviva's previous repairs have caused issues, it should rectify these.

I appreciate Mr S has found this a distressing situation and believes Aviva has deliberately lied to him. But I'm not persuaded, from what I've seen, that this is the case. I'm sorry to hear of Mr S's mental health issues, but I haven't reached the conclusion that Aviva caused the drainage problems.

I do think the service Mr S received from Aviva has been poor because it didn't respond to Mr S's emails for around six months. But £400 is in the range of what our service considers to be fair where the impact of a business's mistake has caused considerable distress, upset and worry – and/or significant inconvenience and disruption that needs a lot of extra effort to sort out. So, I think this amount fairly recognises the impact of Aviva's poor service on Mr S.

## **Putting things right**

Aviva should:

- Investigate the continued blockages on Mr S's land including the patch liner repairs. If there are any issues linked to the work previously carried out by Aviva, it should rectify these.
- Pay Mr S £400 for distress and inconvenience.

## **My final decision**

For the reasons I've explained, I uphold Mr S's complaint and direct Aviva Insurance Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 June 2024.

Anne Muscroft  
**Ombudsman**