

The complaint

Ms B has complained about the way her home emergency insurer, Aviva Insurance Limited ('Aviva'), dealt with a claim she made on her policy.

Aviva is the underwriter of this policy i.e., the insurer. During the claim Ms B also dealt with other businesses who act as Aviva's agents. As Aviva has accepted it is accountable for the actions of its agents, in my decision, any reference to Aviva includes the actions of the agents.

What happened

In June 2022 Ms B became aware of a leak under her property and reported the matter to Aviva. Ms B said Aviva attended the property but in the process of repairing the leak it damaged the soil pipe.

Four-five months later Ms B noticed that there was mould on the skirting board and wall close to where the work had been carried out. She reported this to Aviva who came back to carry out further repairs in May 2023. Ms B said Aviva didn't replace the soil pipe, but it patched it up.

Ms B reported the matter again to Aviva in August 2023. Further appointments were booked, and Aviva carried out tests which it says showed that there was no leak.

Ms B said that as a result of Aviva's inadequate repairs the issue with damp still persists and has damaged her floors, walls and a sofa. Ms B complained to Aviva and said that the damp was caused because its engineers created a hole in the soil pipe which they didn't fix.

Aviva responded to the complaint in September 2023, but it didn't uphold it. It said that the leaks were all separate and consequential and that its engineers hadn't noted any previous repairs failing. It referred Ms B to her home insurer.

Ms B wasn't happy and referred the matter to our organisation. She said that her damaged sofa needs replacing as well as a corner kitchen unit. She also said that her and her grandchild became ill due to the damp. Ms B added that she wanted the work to be carried out again to a satisfactory standard and for an independent inspector to check that no further serious damage was caused by leaks. While the complaint was with us, she also informed us that she had to remove the interior flooring due to the damp and water seeping into the property.

One of our investigators reviewed the complaint but didn't think Aviva needed to take any further action. She didn't think Aviva's engineers had damaged any of the pipes and she thought the leaks were, on balance, caused by different issues.

Ms B didn't agree. She provided a statement from one of Aviva's engineers who attended the property in May 2023. The engineer said that when he and two other engineers attended, they carried out repairs to the water supply as well as the soil/drainage pipe. He carried out an internal rerouting of the pipes connecting to the toilet. He said his understanding was that Aviva was denying that they had worked on the soil/drainage pipe during that visit which wasn't the case.

This information was provided to Aviva by our investigator. Aviva said it didn't deny working on the soil/drainage pipe. It accepted that there had been numerous repairs. It said the engineer who provided the statement attended the property after the hole in the soil/drainage pipe was discovered so he wouldn't be able to comment on work done prior to that. It said the damaged drainpipe was discovered when it returned to the property to investigate the cause of the damp. It pointed to a photograph of the damaged drainpipe taken in May 2023 and said that if it had been damaged in 2022 the broken edges of the pipe wouldn't look as clean as they do in the photograph.

Ms B didn't agree. She provided some further comments along with more photographs of the damage. Ms B said that Aviva damaged the soil/drainpipe when it dug holes in the garden path. She said the engineers kept digging holes and covering them up and that there was no damp prior to this. Ms B added that when the engineers attended in May 2023 and found the damage to the soil/drainpipe they asked her to flush the toilet and a lot of water came gushing out. She said that this would have been the cause of the mould and damp in her property and would have been going on for months.

Ms B said that the photograph Aviva referred to showing clean edges in the damaged soil/drainpipe was showing the pipe that the engineers had to break in May 2023 to get a camera through and unblock the toilet.

Our investigator didn't change her view and as the matter was not resolved it was referred to me to decide. Before I issued my decision, I asked some further questions from Ms B including to confirm the date the photograph of the soil/drainpipe was taken.

Ms B said that she wrote May 2022 on the photograph but meant to write May 2023. She had also provided other photographs and videos previously and she confirmed they were all taken in May 2023. She also said that Aviva has photographic evidence of the hole in the soil/drainpipe but has not provided it.

Our investigator provided these further comments to Aviva. Aviva said if there had been a hole in the soil/drainpipe (in May 2022) it would have repaired it while the ground was still open and the engineers would not have reinstated the concrete knowing there was a hole in the pipe. It added that it is not withholding any photographs and said that the videos provided by Ms B didn't show the damaged pipe so it didn't think they evidence that the pipe was damaged by its engineers.

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'd like to start by thanking both parties for all the comments and evidence they provided. In my decision I have focused on what I consider to be the main points in the interest of keeping it as concise as possible, as is our aim with all our decisions. No discourtesy is intended by this.

Ms B had a home emergency policy which provided plumbing and drainage cover. She made a claim on her policy after she was notified by her water company that there was a leak in the water supply she shares with her neighbour. Aviva attended in June 2022 but the appointment had to be rebooked as the engineers didn't have the necessary parts due to the pipe being made out of lead. Engineers attended again in July 2022 and said the leak was underneath the gully and carried out some repairs. However, due to the size of the work required the appointment was rebooked for two full days. The engineers attended again in August 2022 and completed the repairs. They said a new entry point was needed which they put in behind the washing machine.

From what I have seen, the water company attended Ms B's property after the repairs were carried out to see if the leak had stopped. It wrote to Ms B thereafter and said that there was no noise which confirmed that the leak had been repaired. So, on the evidence available, the water supply leak was repaired by Aviva in July/August 2022.

In May 2023 Ms B told Aviva that she was having the same leak but inside the house and that her cupboards and walls were damp. The engineers who attended her property noted that there was mould in the house and on the external wall in the back garden next to the lounge. A further appointment was booked so that the water supply could be checked. No leaks were found but it was noted that the underground drainage from the toilet was blocked and an appointment was booked for that to be repaired. The repairs were done about a week later. The notes say that three holes were dug. A new pipe was fitted to go round into the toilet which they connected. The notes say there were no more leaks and the concrete was backfilled.

Ms B says that when Aviva's engineers came to her property in 2022 they damaged the drain/soil pipe. Both Ms B and Aviva have provided a photograph taken in May 2023 showing a damaged soil/drainpipe. Aviva said that if the pipe had been damaged since August 2022 the edges would have been dirty. I think that is a fair argument and I would have expected to see more debris around the edges if this had been a long-standing issue.

My understanding is that Ms B is saying that the pipe in the photograph was intentionally damaged in 2023 by the engineers in order to get a camera through and repair her toilet. Ms B also said that the soil/drainpipe which was damaged in 2022 had a hole which was the size of a melon. The damaged pipe in the photograph matches this description and, on balance, I think this is the damaged pipe that was discovered around May 2023. And I haven't seen any mention of a camera in the notes so, on balance, I don't think this damage was caused intentionally so that the engineers could fit a camera through the pipe. And as I think that the damage didn't look old enough to have been caused in August 2022 due to the

absence of debris around the edges, on balance, I don't think it was caused by Aviva's engineers and I think it was a separate leak. It follows that I don't think that Aviva's engineers caused it in 2022 and then covered it with concrete. And I agree with Aviva in that I think it is unlikely that its engineers would knowingly cover up a hole knowing the damage it would cause.

Ms B provided a statement from one of the engineers who attended her property in May 2023. The engineer confirmed that at the time when he attended, there were repairs carried out to the soil/drainpipe. I think this correlates with what Aviva has said and I don't think it proves that the damage was caused in 2022. Ms B says that the engineer told her that there is further photographic evidence showing the hole that Aviva's engineers are alleged to have caused in the first appointment even though Aviva has said that it provided all the photographs it has. I have considered the photographs provided by both parties as well as Ms B's videos. I haven't seen anything to suggest that there was further damage in another part of the pipe. So, on balance, I think the damage to the soil/drain pipe is what is shown on the photograph that I mentioned above which, as I have said, I don't think was caused by Aviva during an earlier appointment.

In August 2023 Ms B reported the leak again and said she was convinced there was still a leak underground. The engineers noted that there was still damp in the outside wall. A further appointment was booked where an exploratory dig was carried out along with dye testing which showed there was no leak. I thought it was fair and reasonable that Aviva arranged another appointment so further investigations could be carried out. And as the testing showed no leaks, I think, on balance there was nothing further that Aviva could do in the circumstances.

Aviva referred Ms B to her home insurer and I think this is sensible advice and also fair and reasonable bearing in mind it has exhausted its investigations.

I appreciate that Ms B will be disappointed with my decision. I don't think there is any question that her house has been damaged by damp and mould and this was also something that was noted in the engineers' notes. But on the evidence available to me I, on balance, don't think this was caused by Aviva who I think has taken fair and reasonable action to rectify any issues reported by Ms B as her home emergency insurer. If at some point in the future Ms B is able to provide new evidence which she feels would be helpful, she is free to provide it to Aviva.

My final decision

For the reasons above, I've decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 15 January 2025.

Anastasia Serdari
Ombudsman