The complaint

Mrs G has complained about how Evolution Insurance Company Limited (Evolution) dealt with a claim under her home emergency policy.

What happened

Mrs G contacted Evolution to clear a blocked pipe at her home. An engineer visited and cleared the blockage using high pressure water jetting. However, the blockage returned. So, another engineer visited and again attempted to clear the blockage using high water pressure jetting. However, the engineer stopped because he was concerned the pipe had collapsed. The engineer left without completing the work.

When Mrs G followed up with Evolution, she was told the issue with the pipe wasn't covered by the policy and she would need to arrange the repair herself. Mrs G had the pipe fixed, which cost about £1,800. She complained to Evolution and provided it with a report that said the damage was due to a hole in the pipe from an object being rammed into it. She said Evolution should pay her repair costs because it had caused the damage.

When Evolution replied to the complaint, it didn't uphold it. It said it wasn't responsible for the hole. Its engineers had used high pressure water jetting, which was designed to be used on underground domestic pipes. The type of damage described in Mrs G's report was more typically caused by rodding with excessive force. But its engineers hadn't used rodding. It said it believed there was a pre-existing issue.

Mrs G complained to this Service. Our Investigator didn't uphold the complaint. She said based on the policy terms and conditions, it was reasonable that Evolution didn't cover clearing the blockage. There also wasn't evidence that Evolution had rammed anything into the pipework. It had used water jetting only. She said the evidence wasn't consistent with Evolution's engineers having caused the damage.

As Mrs G disagreed, the complaint was referred to me.

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 uphold this complaint. I will explain why.

I'm only considering whether Evolution's response to the complaint was reasonable based on the information available to it at the time of the complaint. I'm aware Mrs G provided additional evidence and information following our Investigator issuing her view. This included a new report from the company she paid to carry out the repair. This Service sent that report to Evolution. However, Evolution didn't agree to it being included as part of this complaint, which it is entitled to do. If Mrs G wants Evolution to consider that report, she should ask it to look at it and if she isn't satisfied with the response raise a new complaint.

So, I've focussed on the evidence available at the time of the complaint. Two engineer visits took place. It's my understanding that at the first visit, there was no evidence of a collapsed pipe or similar issues. The engineer used high pressure water jetting and cleared the blockage. When the second engineer visited, he carried out further investigations, including using CCTV, before starting to use high pressure water jetting to clear the blockage. It's my understanding that before the water jetting started there wasn't anything to suggest there was an issue with the pipe itself or that there wasn't any gravel in it. However, during the water jetting, the engineer became concerned that the pipe had collapsed. After some further investigation, the engineer left and a blockage remained.

So, I've thought about whether Evolution was responsible for the damage to the pipe. Mrs G provided Evolution with a report from her own engineers. This said:

"*Upon initial inspection, our engineers identified a substantial accumulation of pea gravel upstream of the IC chamber, which is situated beneath the decking. This obstruction was removed using a suction hose, which enabled the engineers to further assess the source of the issue.*

Following the removal of the pea gravel, a detailed investigation revealed a significant defect in the pipework. Specifically, a large hole was identified on the rear of the rest bend. Based on the nature of the damage, it appears likely that the hole was caused by an external force, such as an object being rammed into the pipework.
This damage created an entry point for pea gravel to infiltrate the pipe system, subsequently causing the observed blockages."

Evolution asked the company whose engineers had visited to comment on the report. When Evolution responded to the complaint, it explained what the company had said:

"*They have reviewed the work carried out by both engineers with their technical team and whilst high pressure waterjetting was used, this is a method of blockage clearance that is designed to be used on underground domestic drainage pipes and there is no reason this should have caused any damage to a pipe that is in good working order. The jetting hose would have followed the bend of the pipework and gone up the stack pipe rather than create a hole in the pipework as reported*

The picture provided by the customers plumber does show a hole in the pipe. However, this type of damage is typically caused by rodding the drain with excessive force and neither of our engineers rodded to try to clear the blockage. As the customer had already had a blockage this would indicate that there could have been a defect in the line and whilst existing damage wasn't mentioned in our initial report this is because we were only appointed to stabilize and resolve the customers home emergency. We didn't receive any history of issues at the customers property and therefore worked under the assumption that this was the first time this issued had occurred. As a result, we didn't have any reason to suggest that further investigation was needed at this stage.

Whilst we appreciate that the defective pipework was identified following our initial visit, the fact that there had already been a blockage in that section of pipe would indicate that there was already an issue present, and the type of damage evidenced does not correlate with the type of equipment we used. We therefore cannot accept any liability at this stage."

Evolution also said that because the engineers hadn't rodded the drainage pipe, it believed it was a pre-existing issue.

So, I've thought about this. Mrs G's engineer said a hole was caused by "*an object being rammed into the pipework*". However, it doesn't comment on what that object might be.

Evolution’s engineers have said that type of damage would typically be caused by rodding used with excessive force. But Evolution didn’t use rodding, which I understand isn’t in dispute, it used high pressure waterjetting. It has also confirmed that waterjetting was designed to be used on underground domestic pipes and why the jetting hose wouldn’t have created the hole. I’m aware Mrs G has said the evidence showed there wasn’t gravel in the pipe when the second engineer carried out the CCTV survey. However, I don’t think that meant there couldn’t have been a pre-existing issue, which Evolution decided was likely to be the case, that then became apparent when the jetwashing took place to clear the blockage. Based on what I’ve seen, I think it was reasonable that Evolution relied on its expert’s evidence that it wasn’t responsible for the damage.

I’m aware Mrs G is concerned that Evolution’s engineers were hiding information and evidence. However, I haven’t seen anything that makes me think that was the case. Mrs G has also provided her own report, which Evolution wasn’t responsible for, and I don’t think it includes sufficient detail to make me think, on balance, that Evolution was more likely responsible for the damage. So, I don’t think I have reason to say it needed to pay Mrs G’s costs based on the engineers causing the damage.

I’ve also looked at whether Evolution should have dealt with the damage under the policy terms and conditions. The claim came under the drainage part of the policy. Under the main exclusions, the policy said:

“We will unblock drains using conventional rodding or jetting. If these methods do not work, then your claim will not be covered.

Collapsed drains, excavation or tree root removal is not covered.”

I’m aware Evolution had already twice tried to clear the blockage and this had been unsuccessful. Mrs G’s invoice included work to clear the blockage, but required the hole to be patched, including making access in order to do so. So, I don’t think Evolution needed to cover this damage under the policy because more work was required than rodding or jetting.

So, based on everything I’ve considered, I don’t uphold this complaint or require Evolution to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs G to accept or reject my decision before 4 August 2025.

Louise O'Sullivan
Ombudsman