

The complaint

Mr J complains Aviva Insurance Limited (Aviva) declined the claim he made under his plumbing and drainage insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. Mr J held a plumbing and drainage insurance policy provided by Aviva. In August 2024 Mr J experienced a blocked drain and so reported a claim to Aviva.

Aviva arranged for an engineer to visit Mr J's property. The first engineer who visited was unable to unblock the gulley as his equipment had run out of battery. The second engineer who visited said concrete had been placed down the gully. An engineer visited Mr J's property again and also concluded concrete had been placed down the gully.

Mr J disputed Aviva's diagnosis and so submitted a complaint. He said the second engineer who had visited his property caused damage to his gully and provided a video he said showed how this damage occurred.

On 23 September 2024 Aviva issued Mr J with a final response to his complaint. It said two of its engineers had confirmed there was concrete in the gully. It said the video Mr J provided showed the engineer hammering the concrete, which supported its position. It also said it didn't agree its engineer had caused damage to Mr J's gully but said it could arrange for another engineer to check this and see the cause of the blockage. Mr J referred his complaint to this Service and arranged for repairs to be carried out privately.

Our investigator looked into things. He said based on the evidence provided he was most persuaded there had been concrete in Mr J's gully. He said he thought the gully would need replacing, regardless of whether Aviva's engineer had caused further damage, and it was reasonable for Aviva to decline Mr J's claim.

Mr J asked for an ombudsman to consider his complaint. He provided a site report carried out in August 2024 and a video to show the flow of water which he said supported his position.

As Mr J asked for an ombudsman to consider his complaint, it has been passed to me to decide.

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 want to acknowledge I've summarised Mr J's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr J and Aviva I've read and considered

everything that's been provided.

The relevant rules and industry guidance explain Aviva shouldn't unreasonably reject a claim. Aviva have said someone had poured concrete into Mr J's gully and so Mr J's claim isn't covered. It has highlighted a general exclusion in the policy which states:

'The following are also excluded from cover and therefore the Underwriter will not be liable for any of the following:

g. Any defect, damage or Breakdown caused by malicious or wilful action, negligence, misuse or third-party interference, including any attempted Repair or modification to the elements covered by this Policy, which does not comply with British Standards'

If Mr J's gully has been filled with concrete then I would consider this to be negligent or misuse of the gully, and so I think it would be reasonable for Aviva to decline Mr J's claim. So, I've considered whether Aviva were reasonable to conclude Mr J's gully had been filled with concrete.

Two separate engineers who visited Mr J's property have concluded there was concrete in Mr J's gully. I think it was reasonable for Aviva to rely on the conclusions reached by these engineers when deciding Mr J's claim. They have the appropriate expertise in the field and visited Mr J's property soon after he reported the drain was blocked. Given two separate engineers reached this conclusion, I find what they have said to be persuasive.

Mr J has said he had a bottle gully, which meant the water exited from the top of the gully rather than the bottom. He has provided a video of the second engineer who visited his property using a hammer and chisel, which Mr J says shows the engineer smashing the base of the gully to reveal the concrete his gully was set in. He has also provided a video showing the flow of water, which he says shows the water exits from the top of the gully.

Aviva have said the video shows the engineer using a chisel and hammer on the concrete which is in the gully. It has said if the engineer were hammering the bottom of the concrete bed, the chisel would be much further into the water than it is in the video. Additionally, it has said the videos don't show a bottle gully as the outlet wouldn't be facing the property. Instead, this is a very old-style drain where the hole that looks like water is flowing into is actually an inlet where the internal waste would have connected and flowed into the drain.

Based on the evidence provided, I find what Aviva have said here to be most persuasive. Having reviewed the video Mr J has provided I'm not persuaded this shows the engineer hammering the bottom of the gully but instead hammering something within the gully. And given two engineers who visited Mr J's property concluded this was concrete, I think it's reasonable to conclude this engineer is hammering concrete within the gully.

Mr J has provided a site visit report from a contractor he arranged to visit his property prior to Aviva's engineers attending as well as an estimate and invoice from a contractor he used to unblock his drain and carry out repairs. I acknowledge there is no mention of concrete being present in Mr J's gully within these documents. However, I don't think this means there was no concrete present in Mr J's gully when Aviva's engineers visited his property. I don't find the site visit report to be more persuasive than the other evidence I've already commented on. I also think it's possible the concrete from the gully could have been cleared prior to Mr J's contractor preparing an estimate and carrying out repairs.

Based on the evidence provided, I think it was reasonable for Aviva to conclude there was concrete present in Mr J's gully. I've not seen persuasive evidence any damage to Mr J's

gully was caused by Aviva's engineer, rather than by the concrete being present in the gully. And in any event, I think it's likely the gully would have always required replacement given it had concrete present in it.

I know this will be disappointing for Mr J, however as I'm persuaded Mr J's gully had concrete in it, I think it was reasonable for Aviva to decline his claim for the reason it has done.

The invoice Mr J has provided from his own contractor states that it identified a collapsed drain under Mr J's kitchen. If Mr J wishes to claim for this damage, he would need to submit this to Aviva in the first instance. This damage hasn't been considered as part of this complaint or decision.

My final decision

For the reasons I've outlined above I don't uphold Mr J's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 12 August 2025.

Andrew Clarke
Ombudsman