

The complaint

Mrs S is unhappy with how Aviva Insurance Limited (Aviva) handled a claim made under her HomeServe policy.

Any references to Aviva include their agents.

What happened

In June 2021, Mrs S contacted Aviva about a blocked drain. Aviva arranged for a contractor to carry out an inspection and repair. But shortly after this, there was a further problem with the drains. Mrs S contacted Aviva a number of times about the repair, until eventually the drainage pipe was replaced in October 2023. Shortly after this, Mrs S says she began to feel unwell and was admitted to hospital. Mrs S said her doctor told her she had reacted to the chemicals used to treat the replacement drainage pipe.

Mrs S contacted Aviva and they paid for Mrs S and her family to stay in a hotel while they carried out an inspection of the repairs. Aviva told Mrs S they didn't consider their repairs were the cause of her ill health.

Unhappy with Aviva's handling of the claim, Mrs S complained. Mrs S said she was unhappy with the time taken to carry out the repair and that she'd had to pay numerous excesses for the same problem. Mrs S also considered the chemicals used to treat the replacement pipe had made her unwell.

Aviva issued two final response letters. The first in October 2023 and the second in December 2023. In October 2023, Aviva said Mrs S had accommodated an unnecessary number of appointments to resolve the fault, and some of those appointments were missed. Aviva paid Mrs S £740 compensation. In December 2023, Aviva said they had paid for a hotel stay and carried out an inspection but concluded the drainage repair didn't cause Mrs S's ill health. They said if Mrs S wanted to make a claim for personal injury, she needed to review guidance included in a link to a government website.

Unhappy with Aviva's response, Mrs S referred her complaint to the Financial Ombudsman Service. She said there were three parts to her complaint. These were the time taken to carry out the repair, given the same fault occurred every three to four months and each time Mrs S had to pay a £30 excess. Secondly, Mrs S says she was hospitalised following the repair being completed. And thirdly, Mrs S says the hole dug in the driveway to access the pipe wasn't filled in properly and has been left in a dangerous condition.

Our investigator didn't make a finding on the driveway as this hadn't been raised with Aviva before the final response letters were issued. With regards to the other two concerns raised, our investigator said the compensation offered was appropriate in terms of recognising Aviva's poor handling of the claim, but there wasn't any evidence to show the repair was the cause of Mrs S's ill-health.

Mrs S didn't agree, so this case 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.

It's not in dispute that the repairs took much longer to be completed than they should have taken. And it's also not in dispute Aviva didn't provide a level of service to Mrs S that was acceptable. My decision focuses on whether Aviva have taken appropriate steps to put things right for Mrs S. And, as Mrs S is aware, this decision focuses on the delays in settling the claim and what she's said the impact has been on her health. Any concerns about the driveway were raised after the last final response and should be referred to Aviva, though more recently Mrs S says this has been repaired.

Having considered the information available, I've reached the same outcome as our investigator did, and I'll set out why. And while I've carefully considered all the information provided, I've summarised this where appropriate. I hope neither side considers this a discourtesy, but rather a reflection of our informal nature.

The drainage system from Mrs S's home became blocked periodically. It wasn't consistently blocked for the duration of the claim and I can see a number of factors, including an oak tree, needed to be considered when deciding how to approach the repair. It's accepted there were a number of missed and unnecessary appointments which caused Mrs S worry and inconvenience. This was in addition to Aviva not moving to a permanent repair more quickly. And then there were issues with communication and missed appointments, all of which adds up to considerable distress and inconvenience for Mrs S.

So, there's considerable inconvenience experienced by Mrs S and then there's the impact this matter Mrs S said had on her health. In the first instance, it's clear Mrs S has been unwell, and I hope she is feeling better now. It's clear from what she's told us that this was a very worrying time for her both in terms of her own health and how her family might be impacted.

Whilst there's a reference to the chemicals on the medical notes provided, this is also accompanied by a question mark. The medical notes reference a number of tests that need to be carried out, but we haven't been provided with the results of these. In short, the medical notes provided don't make a definitive finding that Mrs S' health was impacted by the chemicals used to treat the drainage pipe.

Aviva acted correctly in reimbursing the hotel and food costs Mrs S incurred whilst the inspection was carried out and I've considered Aviva's findings. I know Mrs S has been concerned by what she considered to be Aviva covering up the finding of the engineer who agreed there was a smell in her home. However, Aviva has said they wouldn't expect the smell to still be present some 20 days after the repairs carried out, as the vapour would sink into the pipe and down the drainage system. So, it could be the case a smell was present during one inspection but not during another. However, Aviva's report didn't highlight any continuing issues with the drain repair, and I haven't seen any evidence to show the repair hasn't been completed as expected.

In the circumstances, I agree the compensation of £740 (which includes the refund of three £30 excess payments) is appropriate in the circumstances.

I say this in recognition that Aviva has clearly set out in the second final response letter what steps Mrs S needs to take if she wants to pursue a personal injury claim against it. But in terms of the handling of the claim under the HomeServe policy, whilst it's clear and accepted

Aviva's handling of the claim has been poor, I consider they have offered a suitable amount of compensation. I'm not going to ask it to pay any more.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 18 December 2024.

Emma Hawkins
Ombudsman