

complaint

Mrs C's complaint is about the handling of a claim under a plumbing and drainage policy with Aviva Insurance Limited. Aviva uses agents to handle claims and complaints on its behalf. Any reference to Aviva in this decision should be read as including anything said and done by those agents on its behalf.

background

Mrs C made a claim under her policy with Aviva on 29 October 2018, as sewage waste was overflowing from a manhole in her garden, as a result of a blocked drain. Aviva sent out one of its contractors, who said it was a shared drain and this was not covered under the policy.

Mrs C therefore contacted her water supplier, who confirmed the blockage was on a part of the foul waste drain within Mrs C's property and was not part of the shared drainage system.

Aviva went out again in early November 2018. An engineer apparently cleared part of the drains and carried out a camera survey. However, this did not resolve the issue. I understand nothing more happened until Mrs C called Aviva on 23 December 2018 to chase the matter up. Aviva agreed to go out again and a contractor attended on 2 January 2019 and cleared the blockage.

Mrs C is very unhappy with the handling of the claim. She has made a number of points, which I've summarised below:

- Aviva told her part of the drain was blocked with tree roots and had collapsed, which she'd have to get repaired herself. This wasn't true. There was no collapsed drain and no tree roots.
- Due to the considerable delay in dealing with the blockage, it became worse and her garden was flooded. She had to have areas of her property power washed to remove the sewage, and sterilise the areas affected at a cost of £160. This damaged the external woodwork on the steps, fencing, back windows and a back wall and decking area. This needed to be repainted.
- Because the drains were blocked for so long, her toilet started to back up and she was unable to use it from around 12 December 2018 onwards. As a result, she had to move out and stay with relatives and friends. She was unable to spend Christmas in her own home.
- There were sewer smells coming up from her kitchen sink during this whole period.
- She is in her 70s and is unwell, as such she's not able to walk her dog and normally allows her dog into her garden. But because of all the sewage water in the garden, she'd have to clean her dog down every time she let it outside.
- She also had to use several cans of cleaning fluid at £14.99 each.

Mrs C wants her garden put back to its previous state and compensation for the effect of this matter on her. She said the soil in her garden would be contaminated and therefore needed to be removed and replaced, among other things.

Aviva agrees there were delays which could have been avoided and offered £500 compensation. Aviva also agreed to reinstate Mrs C's garden or pay her the cash equivalent to have the work done herself. Aviva says the soil in the garden would no longer be contaminated, as it has been open and free from leaking waste for some time. Its contractors

estimated that the cost of the work required would be £1,008.54. Aviva also agreed to reimburse £160 for the cleaning of the steps.

Mrs C didn't accept Aviva's offer. Mrs C provided a quote for the work required in the sum of £2,175 for landscaping work and £720 for the repainting of some timber steps and decking. Mrs C had the work done in May 2019.

One of our investigators looked into the matter. He accepted that there was a lot of inconvenience caused to Mrs C and that this was all at a time when Mrs C was going through personal health difficulties. The investigator therefore recommended that the compensation be increased to £750.

The investigator thought the two quotes were for the same work, except Aviva's also included laying new turf. Aviva had offered to do this work in March 2019 and Mrs C had gone ahead with her own contractor to do the same work but for a much higher cost. The investigator therefore did not think it is reasonable to ask Aviva to pay more than its contractors would have charged, when it had offered to do the same work before Mrs C went ahead with it. The investigator had previously recommended that Aviva get the soil tested by an independent surveyor to see if it is contaminated but, as the work to the garden had already been completed, he determined this was no longer appropriate.

Mrs C initially accepted the investigator's assessment and Aviva arranged to pay the amounts proposed. However, Mrs C subsequently asked for her complaint to be given further consideration; she doesn't consider the amount of compensation proposed is fair, given she had to wait almost a year to have the works done.

my findings

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

I can see that this was a terrible ordeal for Mrs C. She had taken this insurance out to respond promptly in an emergency situation, such as happened here, where her garden was being flooded by sewage. What appears to have been a relatively straightforward job of unblocking pipework between two manholes on her property took around two months to do and several appointments and phone calls. In addition, the problem was getting worse until Mrs C was not able to stay in her own home for two to three weeks, as the toilet was blocked and backing up.

I am pleased to note that Aviva accepts responsibility for this delay and the trouble this caused Mrs C. The dispute is about what should be done to put this right.

With regard to the damage to Mrs C's garden, Aviva says the two quotes were for exactly the same work, except that its quote also includes re-turfing the affected 12 feet square area, whereas Mrs C's quote doesn't and records that she will re-seed the area later.

I don't think the quotes are exactly the same. Aviva's quote is for re-levelling the affected area with some topsoil but doesn't say that the existing soil will be removed. Mrs C's quote says that soil will be removed from the affected areas but does not say to what depth.

So the quotes are not for exactly the same work. But that doesn't mean that Mrs C's quote should be reimbursed. I say this because, while I can see why Mrs C would want some of

the soil to be removed, there's no convincing evidence this was required because the soil was still contaminated. Aviva says that having been open to the elements for some time, it would no longer be contaminated (rainwater would have washed away any contaminants). There's no independent evidence to counter this and there has been no soil analysis done. On balance, I am therefore satisfied that Aviva's schedule of works was reasonable.

Aviva offered to do all the work required in March 2019. While I can understand that Mrs C might have preferred to use her own contractor, this does not mean that Aviva is responsible for the cost of that if it is higher than it would have cost it to use its own contractors. I agree with the investigator therefore that Aviva should pay the amount of its quote for the works. Interest should be added from the date Mrs C paid her contractors (which I understand was May 2019) at our usual rate.

With regard to appropriate compensation, the problem with the drains went on from October 2018 to 2 January 2019, when it was finally fixed. While Aviva says there was uncertainty about the shared drains, this should not have taken this long. It appears to have been a relatively straightforward drain problem and should have been resolved within a couple of days at most in my opinion.

This caused Mrs C considerable trouble: she was left unable to use her toilet for a time; unable to use her garden normally and had to move out for some time. She then had to wait several months with the garden as it was, until this could be rectified.

Overall, I consider that the total sum of £750 compensation (taken together with reimbursement of Mrs C's costs) is not unreasonable and is in line with awards made in similar cases involving substantial distress and inconvenience.

my final decision

I uphold this complaint and require Aviva Insurance Limited to pay Mrs C the following:

- £1,008.54 for the work to the garden, together with interest at 8% simple per annum from the date Mrs C paid for this work to the date of reimbursement;
- £160 for the power washing, together with interest at 8% simple per annum from the date Mrs C paid for this work to the date of reimbursement; and
- £750 compensation for the distress and inconvenience caused by its handling of her claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 23 October 2020.

Harriet McCarthy
ombudsman