

The complaint

Ms B and Mr P are unhappy that Aviva Insurance Limited (Aviva) haven't reimbursed the repair costs under their home emergency policy for a leaking water supply pipe.

Any reference to Aviva includes reference to respective agents or representatives.

What happened

The background of this complaint is well known to both parties. So, I'll summarise the key points I've focused on within my decision.

- Ms B and Mr P had a leak on their water supply pipe, but the damaged area of pipe was found to be under the neighbour's driveway.
- The neighbour didn't give permission for their driveway to be disturbed for the repairs as Aviva could only promise a patch repair to the tarmac on the driveway.
- Due to this, Aviva couldn't repair the leak it advised Ms B and Mr P to instruct their water authority, as it would be able to enforce the repairs if it needed to.
- The water authority was able to carry out repairs without disturbing the neighbour's driveway and said that Aviva would've been able to do the same works.
- Ms B and Mr P asked Aviva to refund their repair costs however it declined, saying it hadn't confirmed it would cover the costs, but said it would assess it alongside the terms and conditions of the policy.
- Our investigator considered the complaint and didn't uphold it. She said that the works the water authority carried out wouldn't have been covered by Aviva under the policy, and that it couldn't proceed without the neighbour's consent which is also required under the terms of the policy.
- Ms B and Mr P disagreed with our investigator's outcome. They said they'd been reassured in phone conversations with Aviva that it should allow the water authority to carry out the repairs and the costs would be reimbursed.
- The complaint has therefore been passed to me, an Ombudsman, to make a final decision.

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've reached the same conclusion as our investigator, and I'll explain why.

The crux of this complaint is what are Aviva responsible for covering, under the policy that Ms B has taken out. Having looked at the plumbing and drainage plus terms and conditions, it sets out what is and isn't covered, along with policy exclusions.

The policy says:

What is covered?

*Water Supply Pipe. You are covered for a leak or blockage in your water supply pipe. An engineer will locate the leak or blockage and repair, replace or unblock **the affected section of the water supply pipe**. This will include the permanent reinstatement of any excavations carried out as part of the claim. (Bold is my emphasis)*

From what I've seen the water authority didn't just repair the leaking section of the pipe. It had to carry out a full replacement of the pipe and reroute it so as not to dig up the neighbour's drive. This isn't covered by Aviva's policy as the intention of it is to fix the leak or blockage, and not install unaffected parts of the pipe. I'm satisfied that the works the water authority carried out went beyond what Aviva's policy covers.

It's not disputed that the leak was located under the neighbour's driveway, and I'm satisfied that for Aviva to have carried out a repair or replacement on just the affected section of pipe, it would've had to have disturbed the neighbour's driveway.

I've considered that the neighbour wouldn't allow access and the following applicable policy term:

What isn't covered

n) any work required on a water supply pipe outside the boundary of your property where you share legal responsibility of the water supply pipe with any third party(i.e.) who does not agree to the work being completed by our engineers

As the neighbour didn't consent to the necessary works that would impact their driveway, the policy couldn't respond due to the above term.

I've considered Ms B and Mr P's comments around what was discussed on the phone with Aviva, and I appreciate that they were left with the impression that the works could be covered under the policy. Our service hasn't been provided with the call recordings however I don't consider I must listen to them. I say this because even if the calls supported Ms B and Mr P's recollections, this wouldn't change the crux of the complaint which is the works they had carried out aren't covered under the policy. Even if incorrect advice had been provided, this wouldn't result in the claim automatically being covered. And here, it's evident the works would've always needed to be carried out, so it hasn't changed anything other than potentially mis-managing expectations.

But taking that into account, I'm also satisfied that Aviva *did* inform Ms B by email that reimbursement details would need to be assessed first and it also sent its guidance for this, which said the invoice would be considered, and that it will only reimburse for the works done under the terms and conditions of the policy.

I'm persuaded that given the circumstances with their neighbour, Ms B and Mr P wouldn't have had any other choice but to carry out the reroute of the pipe. As this isn't something the policy covers, I'm unable to instruct Aviva to cover the costs so I won't be asking it to do anything further.

My final decision

For the reasons given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B and Mr P to accept or reject my decision before 21 December 2023.

Angela Casey
Ombudsman