

The complaint

Mrs F complains about Aviva Insurance Limited (Aviva), saying an engineer damaged a floor when attending her property to fix a leak under her home emergency policy.

References to Aviva in this decision include their agents who provide services under the policy.

What happened

Mrs F had a home emergency policy with Aviva, covering drainage, plumbing and water supply pipe. In June 2023 there was a leak from a washing machine in her kitchen, so she contacted Aviva, who arranged for an engineer to visit her property the following day. The engineer fixed the leak, which came from a hose behind the machine which the engineer replaced and tested the machine for any further leaks.

However, Mrs F said the engineer didn't use the proper boards to move the washing machine out to fix the leak but pulled the machine out by hand before pushing it back again. Mrs F said this led to damage to the wooden flooring underneath the machine. The flooring was fine when the engineer showed her the leak, so the damage must have happened when the machine was pushed back in again (so the engineer may not have realised the damage).

Mrs F only discovered the damage when she tried to move the washing machine out the following month, and it wouldn't move. She was able to move the machine out sufficiently to see the floor was splintered, preventing the washing machine from being moved out freely.

Mrs F complained to Aviva about the damage. But in their final response, Aviva didn't uphold the complaint. They maintained the engineer had used the appropriate appliance boards to move the machine, which was the correct process. So, the engineer hadn't caused any damage when carrying out the repair.

Mrs F then complained to this Service. She was unhappy at the damage to her flooring and provided photographs of the damaged flooring. She wanted Aviva to repair the damage to the flooring underneath the washing machine.

Our investigator didn't uphold Mrs F's complaint, concluding Aviva didn't need to do anything further. Considering both Mrs F's and Aviva's points of view on what happened, the investigator noted both agreed Mrs F (the family member) and the engineer initially moved the washing machine out. While there was a dispute over whether appliance boards were used, the investigator didn't think this would have made a difference given the type of flooring. There was also dispute over who pushed the machine back in again. Looking at the photographs of the damage, the investigator thought it was more likely the damage to the flooring occurred after the initial visit, as the angle of the splintered flooring suggested the damage occurred when the machine was being pulled out, rather than pushed in.

Mrs F disagreed with the investigator's conclusions and requested an ombudsman review the complaint. She said she'd pulled out the splintered piece of flooring to

show the damage. She said the damage was definitely caused when the machine was pushed back in, though may have been exacerbated when she pulled out the machine after the initial visit – but she had to move the machine out again to see the condition of the flooring and take photographs. She also maintained her view the engineer didn't use appliance boards.

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.

My role here to decide whether Aviva has acted fairly towards Mrs F.

The key issue in Mrs F's complaint is whether – as she maintains – Aviva's engineer damaged the flooring underneath the washing machine in the process of fixing the leak and pushing the machine back into place. Aviva dispute this, saying the engineer used the correct appliance boards, so didn't cause the damage. They also say Mrs F pushed the machine back in (which she disputes).

Given the disagreement, I've had to consider, on the evidence and information available and on the balance of probabilities, which is the more persuasive. Looking at Aviva's complaint notes, they include the following comment from the engineer who attended the property and fixed the leak:

“...as I remember the boards had already been removed when I attended as it had been quite a substantial leak, customer helped me remove appliance, fixed the leak, but [the machine] didn't go back to where it was. Customer then explained that they'd been able to work it back in, the damage to the floor must have been done at that point as I used my appliance boards to move the machine as far as I could.”*

(* - Aviva have clarified this to mean the plinth/kickboards in the kitchen, not the appliance boards. The engineer says the former were removed due to water damage.)

In their response to our requesting information about the case, Aviva say the engineer didn't move the washing machine back into place as the customer advised they would do so. Had the engineer damaged the flooring when they took out the washing machine to fix the leak (replace the hose) the damage would have been evident at that point.

Looking at this, there's a clear disagreement between the engineer and Mrs F, with the engineer saying Mrs F said she'd move the machine back into place, whereas Mrs F says the engineer moved it back in (and she only noticed the damage when she subsequently moved the machine back out the following month). The only photographs available are those supplied by Mrs F taken at the time she moved the washing machine out the following month. Aviva have confirmed the engineer didn't take any photographs during the visit – although if the repair was carried out successfully without any issues then I wouldn't have expected the engineer to have taken photographs.

Mrs F has confirmed she helped the engineer take out the machine, which she says came out freely, to show him the leak. She says there was no problem with the flooring at this point. Mrs F says a family member was in the property at the time of the visit and that the family member says they didn't put the machine back in place, rather the engineer pushed it back while they (the family member) was out of the kitchen. Mrs F says she only noticed the damage when she pulled the machine out because the flooring was still wet – although she says it was a couple of days later, whereas Aviva say she contacted them the following month to lodge her complaint.

While there is disagreement over several aspects of the case, it seems there is agreement the damage wasn't caused when the machine was first pulled out to enable the engineer to locate and fix the leak. As any damage would have been apparent to Mrs F and the engineer, as they together pulled out the machine.

It follows the damage must have occurred either when the machine was pushed back in after the repair was completed or potentially when Mrs F pulled out the machine subsequently (she says that may have exacerbated the damage).

There's disagreement over who put the machine back in place after the repair. Mrs F says it was the engineer, Aviva say it was Mrs F. If it was Mrs F then I can't conclude it was the engineer, as there was no damage at the point the machine was pulled out.

In the absence of other independent evidence, I can't conclude it was clearly the engineer who caused the damage – even assuming they pushed it back in, rather than Mrs F. Having been pulled out without damage (with the appliance boards of without, depending on whose version of events is accurate) then it's not clear why the damage would have occurred when the machine was put back, when it didn't occur when being pulled out. For example, if the floor was wet and therefore weakened by the leak.

Taking these points together, on balance, I can't conclude the damage was caused by the engineer. So, I can't conclude Aviva have acted unfairly or unreasonably towards Mrs F.

My final decision

For the reasons set out above, my final decision is that I don't uphold Mrs F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 9 April 2024.

Paul King
Ombudsman