

## The complaint

Mrs S complains that Aviva Insurance Limited hasn't repaired damage to her home following a faulty repair it carried out under her home emergency insurance.

## What happened

Mrs S held a home emergency policy underwritten by Aviva.

In July 2023, Mrs S discovered a leak in her bathroom. Water had escaped and seeped into her hallway below. She contacted Aviva to make a claim. It arranged for an engineer to attend and carry out a repair.

Around ten weeks later, Mrs S discovered that water was coming through the hallway ceiling again, so she contacted Aviva. Another engineer attended and found that the previous repair hadn't been carried out correctly and this had caused the leak to continue. The leak was repaired, and Mrs S complained. She was unhappy that it hadn't been repaired correctly in the first place and had caused further damage.

Aviva arranged for a company to inspect Mrs S's home. They found that it was difficult to determine how much of the damage had been caused by the failed repair compared to the initial leak.

Aviva upheld Mrs S's complaint in part. It apologised for the inconvenience of having to undergo a second visit and it offered £100 to recognise this. But it didn't agree to repair any of the damage. It said the first leak had caused the damage and Aviva wasn't responsible for this. It also said the further leak had been ongoing for ten weeks and Mrs S hadn't made Aviva aware of this, so it didn't think she'd done enough to mitigate the situation.

Mrs S didn't think this was fair, so she referred her complaint to the Financial Ombudsman.

Our investigator looked into things and thought the complaint should be upheld. She didn't think Mrs S was aware that the leak had been continuing. And even if she had been aware, our investigator thought the evidence showed that the leak was gradual and wouldn't be noticeable right away. So, she thought a fair outcome would be for Aviva to contribute 50% of the cost of the remedial works. She also thought Aviva should increase its compensation to £200 to reflect the trouble and upset caused to Mrs S and remove any record of the second claim.

Mrs S accepted our investigator's outcome.

Aviva didn't agree. It said it wasn't responsible for the damage caused by the first leak and it didn't think the evidence showed that the second leak had caused much further damage. It also didn't think the second leak was significant until the day Mrs S called Aviva the second time. And it thought Mrs S had been aware of the ongoing leak, or ought to have been.

Because Aviva didn't agree, the matter 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.

Having done so, I'm upholding this complaint for broadly the same reasons as our investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't feel it affects what I consider to be the right outcome.

When an insurer carries out a repair, good industry practice and what this service expects is for the repair to be effective and lasting. And if a repair fails, and causes further damage, we expect the insurer to put this right. However, in this case, Aviva doesn't think the failed repair caused much in the way of further damage, beyond that which was caused by the initial leak. Aviva also thinks Mrs S should have done more to mitigate the situation.

I've carefully considered the points that Aviva has raised. But I'm not persuaded that it should avoid all liability for the cost of repairing Mrs S's home. I'll explain why.

Aviva's technical team compared the photo the first engineer took to a photo from the second visit. They noted that the damage looked the same in both photos. So, Aviva thought the ongoing leak hadn't caused extra damage. I accept that the photos look similar. But I don't think this is enough to say that the ongoing leak for a ten-week period did not cause further damage. There's no other evidence from the first visit with which to compare. The engineer's notes don't mention anything about damage. And the only photo the engineer took – the one used in Aviva's comparison – shows one corner of the hallway ceiling and isn't a very clear image.

Further, Aviva's damage inspectors who attended a few weeks after the second visit found the bathroom units swollen, the hallway ceiling heavily saturated, the hallway wall saturated, and the hallway floor swollen. So, those areas were still wet and showing signs of ongoing damage even though the failed repair was several months earlier. This suggests to me that those areas were affected by water escaping in the period of time after the failed repair. Given the nature of escaped water to spread and saturate an area, I think it's more likely than not, on balance, that the continued leak did cause further damage. This is supported by Aviva's inspection report which stated, "It is likely the continuation of the leak has caused the damage to worsen in this area."

In terms of Mrs S's awareness of an ongoing leak, Aviva says she became aware of a leak after the failed repair so it thinks she should have called Aviva sooner to prevent further damage. I should point out that this argument seems to accept that there has been further damage. In any case, I'm not persuaded that Mrs S should have known to act sooner.

I've listened to the relevant call. Mrs S told Aviva that she and her husband had found small pools of water in the bathroom. She said her husband thought this was just their children using the sink, whereas Mrs S thought there could be a leak. However, she also said they weren't sure where a potential leak could be coming from. They'd been investigating the shower, but they didn't consider the toilet because of the recent repair. And I don't think that's unreasonable. I think Mrs S was entitled to rule out – at least for a time – a leak from the toilet on the basis that it had been professionally repaired by Aviva. I appreciate she admits to leaving things for a few weeks. But Aviva's experts believed it would have been a slow leak. And given that it was behind an enclosed unit, and next to a sink that Mrs S's children used often, I can understand why it took some time to discover.

Aviva also believes the failed repair only led to water escaping through the ceiling once, on the day of the second call-out. Even if the leak had been sudden, rather than gradual over the period of time, Aviva's damage report notes saturation to the affected areas.

What I think is important is that Aviva carried out a repair which failed to stop a leak from recurring. Mrs S is liable for the original damage. But the evidence suggests that the continuation of the leak has made the damage worse. Aviva's own report found that this was likely. I'm persuaded that the damage has most likely gotten worse and will require extra repair. And I don't think the speed with which the leak was discovered should mean that Aviva isn't responsible at all for putting things right. So, I think the fairest outcome is for Aviva to pay a proportionate amount towards the repairs.

Aviva's experts couldn't isolate the damage caused by the failed repair alone, and neither can I. Our investigator recommended Aviva pay 50% and I think that's a reasonable compromise. For the avoidance of doubt, I wrote to Aviva to explain what I think should happen to resolve this complaint. I said that I think the fairest outcome is for Mrs S to arrange the works with a contractor of her choosing. And, once she provides an invoice of her costs to Aviva, Aviva should pay 50% of this. While Aviva's inspectors provided an estimate, I don't think this is likely to be valid anymore and may have included discounted rates that Mrs S won't have access to.

Aviva agreed, but questioned whether it should have to pay half the cost of the bathroom vanity unit. It thinks this would have absorbed water from the first leak so always would have needed to be replaced. I replied to Aviva to say that I didn't agree. I can't say with certainty what damage was caused during the first leak, how far the water had spread into the whole unit, and whether or not it could have been dried out. And if Mrs S did replace it at the time, it would have likely been damaged again by the further leak. So I think the compromise of Aviva paying 50% of the costs of the remedial work remains the fairest outcome, as long as those costs are to restore Mrs S's home to its previous condition.

I also think Mrs S has been put to a good deal of distress and inconvenience as a result of the failed repair, and the likely additional scope of repairs she'll now have to undergo in her home. Aviva offered Mrs S £100 to recognise the hassle of the further visit. But I don't think this is enough to recognise the frustration, shock and inconvenience of the failed repair. Our investigator recommended Aviva increase its total compensation to £200. I think this is a fair amount, so this is what I award.

Our investigator also recommended Aviva remove any record of the second call-out if this has been registered as a claim on the policy. I think this is fair, on the basis that the call-out was only necessary due to the failed repair.

### **Putting things right**

To resolve this complaint, Aviva must:

- Reimburse Mrs S 50% of the cost of the remedial works, subject to her providing evidence of the costs to Aviva.
- Pay Mrs S £200 in total compensation, to be reduced by any amount that has already been paid, and
- Remove any record of the second call-out as a claim on Mrs S's policy, if applicable.

**My final decision**

For the reasons I've given, I uphold Mrs S's complaint about Aviva Insurance Limited and direct it to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 13 August 2024.

Chris Woolaway  
**Ombudsman**