

The complaint

Mr A complains that Aviva Insurance Limited (Aviva) damaged his water pressure system after he made a claim under his plumbing and drainage insurance cover.

Where I've referred to Aviva, this also includes any actions and communication by agents acting on their behalf.

What happened

Mr A has a plumbing and drainage insurance policy underwritten by Aviva. Mr A suspected he had a leak at his property, so he contacted Aviva for assistance.

After several visits and investigations, Mr A complained to Aviva that their agents had damaged his water pressure system, and he wants them to pay for this to be repaired or contribute towards replacement. He also wants Aviva to cover the cost of the temporary repair he had carried out. Mr A also complained that he excavated flooring on Aviva's advice to aid leak detection, and he wants them to cover the cost of reinstating this.

Over the course of the visits by Aviva's agents and complaints Mr A made, Aviva reimbursed the costs of works they said were required but didn't resolve the issue, and they also paid £220 compensation. However, Aviva didn't accept they were responsible for the water pressure system being damaged or for reinstating the tiles.

As Mr A remained unhappy, he approached the Financial Ombudsman Service.

One of our investigators looked into things but she didn't uphold the complaint. She said that the information from Aviva's leak detection specialist indicated the water pressure system was already damaged and failed a number of times during their investigation, and it wasn't related to anything they'd done.

The investigator also said that there wasn't a leak detected in the area where the tiles were excavated, and instead there was residual moisture from a previous leak which hadn't been correctly dried. She said that as there wasn't a leak detected or valid claim, she didn't think Aviva were responsible for putting this right.

As an agreement couldn't be reached the case was passed to me for 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.

I don't intend on commenting on everything that occurred throughout the history of the claim. I don't mean this as a discourtesy to either party, rather it reflects the informal nature of this service and my role within it. Instead, I'll focus on the points I consider key when reaching my final decision. Having said that, I'd like to reassure both parties that I've considered all the information they've provided when reaching my final decision.

Firstly, one of the points Mr A initially complained about was that he was told to excavate some tiles in order to aid leak detection, but no leak was found, and he wanted Aviva to cover the cost of reinstatement. Our investigator said that there wasn't a leak detected and instead there was residual moisture found from where it hadn't been dried correctly previously in another incident, so she said Aviva wouldn't be responsible for this. And Mr A has accepted this wouldn't be covered. As this item is no longer in dispute, I won't comment on this aspect further.

The main element of this complaint is whether Aviva, or their agents, damaged Mr A's water pressure system and whether they need to do anything to put this right. Mr A has asked Aviva to cover costs he incurred for a temporary repair to get the system back up and running, and either a contribution towards full system replacement, or covering the cost of permanently repairing the existing system.

Whilst I appreciate it will come as a disappointment to Mr A, I've reached the same overall outcome as our investigator, and I won't be directing Aviva to do anything further. I'll explain why.

Mr A originally contacted Aviva to say he suspected there was a leak at his property as his water pressure system was coming on frequently for unknown reasons. Aviva arranged for their leak detection specialists to attend, and several visits took place. On their advice, Mr A arranged for some parts to be changed and replaced, but this didn't resolve the issue. Aviva met the cost of those parts which didn't resolve the issue, and paid compensation of £220 for this and delays.

As the issue wasn't resolved by replacing those parts, Aviva's leak detection specialist reattended. Mr A says that during this visit they tampered with and damaged the water pressure system, which meant it no longer worked. It then required a temporary repair by a specialist to get it running in the interim and needs either a further permanent repair to the existing system, or replacement of the whole system. Mr A says that but for Aviva's leak detection specialist damaging the system, this wouldn't be needed, so he says Aviva is responsible for the costs associated with this.

There is conflicting information about what happened and what was discussed during this visit. In situations like this, where there is incomplete or conflicting information, I'll reach my decision on the balance of probabilities. That is, what do I consider to be most likely, in light of the available evidence.

When Aviva's leak detection specialist attended they completed a report, this said:

"We have recommended that the customer appoint the accumulator service company to attend site, and to address the issue with one of the pumps which is continually sticking and causing the reset inside the control box to keep tripping, plus the pump impeller kept sticking, we would also like to recommend that they remove the recently fitted expansion vessel to check the precharge pressure before refitting.

We have also recommend (sic) that 2 isolation valves be fitted to the exposed hot and cold pipes in the excavation hole in the back meeting room, this will then allow the ground floor toilets and kitchen to be isolated separately, to then see if the pressure still continues to drop, all of these recommendations were fully explained to the handyman on site today."

Aviva also asked their leak detection specialist for any additional comments. They said that during the visit, the water pressure system failed up to ten times and they advised both Mr A and his handyman of this, and that it would need repairing as it would restrict water flow upstairs. Aviva's leak detection specialist also says that Mr A's handyman told them the water pressure system had suffered issues in the past and he himself had to do some basic temporary repairs on it.

The leak detection specialist also said that next to the pump in question was a brand-new pump which has never worked since installation, and this was discovered when testing and discussing with Mr A's handyman. The leak detection specialist say that they told Mr A's handyman that this should be investigated, as all the system effort was being concentrated on the already damaged and failing pump. They say that there has only been one pump in operation prior to their investigations. They also didn't think correct repairs had been carried out on that pump, by using parts from the other pump.

Aviva says there were pre-existing issues with the water pressure system, which ultimately then failed, but they say they aren't responsible for it failing.

However, Mr A doesn't agree. He says that he was fearful that the overuse of the system which was continuously triggering it to turn on every 20 minutes could cause an eventual breakdown due to wear and use, but it was Aviva's leak detection specialist tampering with the system which actually caused it to fail instead.

Mr A also disputes what Aviva's leak detection specialist says his handyman told them and says it could have been due to a language barrier. Mr A has also provided a statement from his handyman. This says that the system only started to fail after the leak detection specialist visit, and before then it worked fine, and the system only failed due to their investigations.

However, whilst I recognise Mr A disputes what was said to the leak detection specialist by his handyman, on balance, I find what they've said more persuasive. What they've said was captured shortly after the alleged incident occurred, and there was also a report outlining the issues discovered at the time and recommendations. Whereas the statement from Mr A's handyman is recent and based on his recollections of conversations around six months before.

In addition to this, Mr A's own appointed specialist engineer who carried out temporary repairs after this visit also said:

"On arrival found the booster set in low pressure lockout. Pump no.2 found leaking and unable to run, pump no.1 would not run at all. On further investigation, found the contractor for pump no.1 failed. Swapped pump no.1 contactor for pump no.2. Reinstated the booster set on pump no.1. New pump no.2 and contactor required.

Pump no.1 non-return valve is letting by slightly. This will increase the frequency of pump starts which will increase wear and tear on the pumps, valves and controls and increase the running costs of the unit. Both non-return valves appear to be the same age so both should be replaced.

The controller in the panel is obsolete with no replacement available. Our records show the booster set to be 25 years old and with the repairs required, it is recommended to replace the complete booster set with a modern variable speed unit."

So, whilst Mr A's own appointed specialist identified issues with the system, this also doesn't show that it was damaged by, or failed due to actions by, Aviva's leak detection specialist either.

In support of his position, Mr A has provided seven witness statements from family members living in the property. This is the exact same witness statement replicated seven times with seven different names electronically signed at the bottom. These say water was reaching the upper floors before the leak detection specialist visited but wasn't afterwards. Mr A says these multiple statements should outweigh the information from the leak detection specialist.

However, although there may be more statements provided by Mr A (although it is the same statement multiple times), the quantity itself isn't enough to mean it's automatically more persuasive just on this basis. Instead, I need to consider all the information, and decide on balance what I think is most likely to have occurred when reaching my final decision.

In any event though, the statement(s) simply say the water was reaching the upper floors before the visit but wasn't during and afterwards. But the leak detection specialist comments also say the system was failing multiple times during their visit too, and they said Mr A would need to appoint his expert to investigate the issue with the system as the next steps. The statements Mr A has provided don't persuasively demonstrate the system failed or developed issues *because* of the actions of the leak detection specialists, just that it was evident at that time, which isn't in dispute and already mirrors what the specialist reported.

To conclude Aviva is responsible for the water pressure system being damaged and failing and therefore meeting the several thousand pounds cost to repair or replace it, persuasive evidence would need to be provided to support that it was, on balance, solely due to their actions. But I don't think sufficient evidence has been provided for me, on balance, to reach that conclusion. With this in mind, I won't be directing Aviva to meet, or contribute towards, either the temporary or permanent repairs or replacement of Mr A's water pressure system.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 2 May 2024.

Callum Milne
Ombudsman