

The complaint

Mrs D complains about the way a claim was handled under her home emergency policy underwritten by Aviva Insurance Limited.

Where I refer to Aviva, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

Mrs D contacted Aviva on 11 November 2023 to report a leak coming through her kitchen ceiling. She tells us that several engineers attended over the next two weeks, and she was given conflicting information about whether the leak was coming from the upstairs bathroom or through the roof.

On 23 November 2023, Mrs D arranged for a private plumber to attend, and they located the leak in the bathroom. She's unhappy that Aviva misdiagnosed the problem which has caused further damage to her property. She says the kitchen ceiling was almost falling down by the time a repair took place. And she's now paying the price in increased insurance premiums.

Aviva agreed that it provided a poor level of service, but it said that the damage to the property was already present when Mrs D first made her claim. It reimbursed Mrs D what she'd paid her private plumber to repair the leak, which was £184. And it paid £285 compensation in recognition of the distress and inconvenience Mrs D was caused.

As Mrs D remained unhappy, she brought her complaint to our service. But our Investigator was satisfied that Aviva had done enough to put things right. Mrs D didn't agree, so the complaint 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've reached the same outcome as our Investigator and for broadly the same reasons. I'll explain my key reasons why below.

I recognise Mrs D's strength of feeling regarding her complaint. I'd like to reassure her that whilst I may have condensed what she's told us in far less detail and in my own words, I've read and considered all her submissions. I'm satisfied I've captured the essence of the complaint and I don't need to comment on every point individually, or possibly in the level of detail she would like, in order to reach my decision. This isn't meant as a discourtesy, but it simply reflects the informal nature of our service.

Aviva's notes show that an engineer first attended on 11 November 2023. The record of this visit says that no pipework on show was leaking but that the basin wasn't sealed properly and the bath had broken silicone which needed fixing.

When the leak continued, an engineer attended on 14 November 2023. The recorded notes say “[Mrs D] had checked the pitch roof and has suspicions that it’s the lead flashing as when it rains it leaks. Flashing doesn’t look very watertight. Advised a roofer is needed as we’ve had a lot of rain recently.”

A roofer attended on 17 November 2023 who found a number of issues, including leaks located around the window and roof, and problems with the guttering.

Mrs D reported the problem again on 22 November 2023 and an engineer came out. It was reiterated that the damage was being caused by leaks to the window and roof, which wasn’t covered by the home emergency policy – and Mrs D was advised to make a claim on her home insurance.

The next day, Mrs D’s private plumber found a leak in the feed pipe to the bathroom basin. He told Aviva it wasn’t a big leak and it had been leaking for some time.

I can appreciate why Mrs D feels that Aviva has let her down. Several engineers attended and they failed to find the leak in the feed pipe. But from the information I’ve seen, Aviva did find several leaks which could’ve been the cause of the damage, and there’s nothing to suggest that it wasn’t a combination of all these leaks which has led to the extent of damage Mrs D has experienced. And, if I take the engineer’s notes at face value, it was Mrs D that had suspicions the leak was coming from the roof initially so I can understand why a roofer was sent out and searches in the bathroom ceased.

Ultimately, it’s not in dispute that Aviva’s service wasn’t to the standard which Mrs D could reasonably expect to receive. Aviva acknowledges it didn’t find a leak which Mrs D’s plumber was able to find. So I don’t need to make a finding on whether or not Aviva did something wrong here – it has already accepted responsibility. What I need to decide is whether it’s done enough to put things right.

Compensation isn’t intended to fine or punish a business, it’s to recognise the impact the business’ actions have had on its customer. So when deciding what amount would be fair, I need to consider how Mrs D was affected by Aviva’s actions.

Mrs D paid out £184 to have the leak repaired – and Aviva has reimbursed her so she’s no longer out of pocket.

I appreciate Mrs D says the damage to her property became worse due to the delay in identifying the leak. But her plumber said the leak wasn’t big and had been ongoing for some time, so I don’t think the 12 days this claim took made much difference here. This is supported by the photos provided by Aviva at the time of the engineer’s visits and the photos from Mrs D, which don’t show the damage as being any worse.

I appreciate Mrs D says she’s paying the price in increased premiums which she believes would’ve been avoided had Aviva diagnosed the problem at the outset. But I’m not sure I understand the argument she’s making here. If Mrs D’s premiums have increased because of this claim, then they would’ve done so regardless of how long it took for the claim to be resolved.

I’ve no doubt Mrs D would’ve experienced distress and inconvenience during this claim, and as Aviva has taken responsibility for that, it should compensate her. But I’m satisfied the £285 already paid is more than fair in the circumstances taking into account what went wrong and how long it impacted Mrs D for. So I’m not asking it to do anything more to put things right.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 6 June 2024.

Sheryl Sibley
Ombudsman