

The complaint

Ms T complains that her home insurer, Aviva Insurance Limited, hasn't dealt with her claim properly under her home insurance policy.

What happened

Ms T complained about damp in her property, and from April 2020 Aviva dealt with this as a leak/escape of water claim from her bathroom. It sent loss adjusters to inspect the damage and they arranged contractors to attend. Two reports were provided about Ms T's home and these refer to damage to the bath and shower waste as due to a leak. The leak was repaired, and Ms T's home was dried out.

While this was happening, Ms T had to move out of her home for some time and when she returned, she complained about the state the contractor had left her home in. Whilst the work was underway Ms T asked about a gulley and made requests for the drains to be repaired.

Although the loss adjusters referred to an issue with the drains, there was no mention of this in the expert reports they obtained, and they said it was due to a building defect which wasn't covered by the policy.

Following the repairs and drying out of Ms T's home in around October 2020 she reported that damp had returned to the same places as before and she could smell sewage. Aviva initially tried to assure Ms T there was no further problem with her claim. But Ms T pursued her concerns and arranged for her home emergency insurer to inspect her home and they identified a problem with her septic tank to Aviva and Aviva agreed to investigate this further.

The loss adjusters described this as a separate issue concerning the septic tank and accepted this as a new part of her existing claim and so didn't charge Ms T a second excess payment. They appointed contractors to move the septic tank and repair the damage in the property again.

Ms T complained to Aviva about the time taken to identify the damp within her home and to do the repairs and the quality of the repair work.

Our investigator said Ms T previously complained to our service about the claim and repair works, but this is now resolved. The investigator decided the present complaint should only concern Ms T's initial claim about the escape of water at her home. Ms T has a separate complaint for the second part of her claim.

The investigator said the damp that returned to Ms T's home was due to a different cause from Ms T's original claim, as the previous issues were repaired, and the property dried out. She thought Aviva could have accepted the septic tank problem earlier but was pleased it waived its second excess. For the failed reinstallation of Ms T's shower, she said Aviva should pay Ms T £100 compensation. The investigator arranged for Aviva to contact Ms T about the outstanding aspects of the work, but Aviva said no new points were raised when it did this.

Aviva agreed with the investigator, but Ms T did not. She said the smell of sewage had been very strong and some of the repairs hadn't been finished properly. She thought more compensation should have been offered for having the driers in her home and having to paint outside areas. Ms T requested an ombudsman review her complaint.

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.

This complaint is limited to Ms T's escape of water claim and I have looked at whether the compensation offered is fair. I've looked carefully at Aviva's handling and decisions on Ms T's claim to see if it acted within the terms of her policy and to see if it has treated her fairly.

Ms T's policy covers her for damage from an escape of water and Aviva accepted her claim under this policy peril. It investigated to try and determine the cause of the damp and obtained an expert drainage report in April 2020. This included a CCTV survey and stated there was no problem or blockages and no work was required. There were also two further expert reports from April and May 2020, that indicate there was an escape of water in Ms T's bathroom and this was taken as the cause of the damp and appropriate repairs followed.

I haven't seen any evidence of a problem with the drainage or septic tank in Ms T's home at this time and so I haven't found that Aviva has acted unfairly about the claim or caused any delay. The first problem with the escape of water in Ms T's bathroom had been dealt with by the time Ms T raised the dampness again in November 2020. Upon further assessment in December 2020 the septic tank was found to have failed, and repairs were required.

There's no reason I've seen why these problems might be linked and nothing to show that they were operating at the same time and were ignored by Aviva. In the circumstances the investigator is correct to say Ms T would have needed to raise two claims for the escape of water in the bathroom, and then the problem caused by the septic tank. Aviva caused Ms T some confusion and delay by assuring her there were no further problems linked to her claim when she raised the new issue in October 2020, and so I'm pleased that Aviva has dealt with the two claims as one without collecting a second excess payment from Ms T.

I've considered whether Aviva caused any further delays when dealing with this second part of the claim. Aviva arranged for a claims' management business to attend and this happened without unreasonable delay. Ms T's septic tank was then emptied, but she didn't receive an update and pursued her claim in February 2021. Aviva explained that it was awaiting a septic tank expert to deal with the claim.

Aviva authorised the work, but the records show it had difficulty in appointing qualified contractors to do the work and the covid pandemic didn't help. The work was difficult as there were drainage issues requiring a different pump. The installation was complete by the end of July 2021.

Although it took Aviva about seven months from acceptance of the claim for all work to be completed, there was plenty of activity in pursuit of the claim. Ms T was able to live at home during this time without the level of disruption she faced when the previous repairs were undertaken. I haven't seen evidence of avoidable or unreasonable delay due to the pandemic or drainage problems and I don't think Aviva needs to do anything further here.

Ms T was concerned about the smell from the tank and the suitability of the contractors Aviva appointed to carry out the work. Aviva was satisfied the contractors were qualified to

do the job and I haven't seen anything to challenge this. Overall, I think Aviva has dealt with Ms T's claim fairly though I sympathise with her for the smell at the time.

I was sorry to learn that water started to pool in Ms T's bathroom. Aviva investigated and found this due to failed seals around the bathroom shower. The shower had been removed and reinstalled as part of the original claim and so I don't think an effective and lasting repair had been completed as required.

I'm pleased that Aviva dried the property out and offered to pay £37.12 for Ms T's additional electric costs. I agree with the investigator for the additional distress and disruption Ms T experienced about her shower leak and her fear of having to move out again during drying out and repairs, Aviva should pay her £100 compensation. This compensation includes the impact on Ms T of the small delay in Aviva accepting the second part of her claim. I've taken account of Aviva's waiving of the second excess charge that would normally have been payable.

Ms T has more recently referred to issues with the repairs and handling of her claim that occurred after Aviva sent her its final response to her complaint. She can raise these as a new complaint with Aviva if she wishes.

My final decision

For the reasons I have given above it is my final decision that the complaint is upheld in part. I require Aviva Insurance Limited to pay Ms T £100 compensation for the impact its delays and having to re-fix her shower had upon her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 24 March 2022.

Andrew Fraser
Ombudsman