

## **The complaint**

Miss M has complained about Aviva Insurance Limited through Homeserve. She isn't happy about the way it dealt with a claim under her plumbing and drainage insurance policy.

Other companies have been involved in this complaint, but as Aviva are responsible for it, I've just referred to them in this decision.

## **What happened**

Miss M made a claim under her plumbing and drainage insurance policy over a number of years. She took out a policy through Homeserve but with another insurer between June 2015 and 2016 which lapsed. Miss M then took out another policy through Homeserve but with Aviva in August 2017. And this complaint relates to issues Miss M had in relation to a leak that was ongoing at her property from around 2017.

When Miss M complained to this service about this our investigator undertook a detailed review of her complaint which was put forward by her representative. She identified a number of attendances by Aviva in which she felt it could have done a lot more to get to the bottom of the issue. But she did feel the source of the leak and possible damp problem (which Aviva wasn't responsible for) wasn't completely clear, and that Miss M could have done more to mitigate her position – repair her property and ensure the damp problem was resolved. So, she suggested Aviva should pay half the costs Miss M had incurred to date, and in looking to put things right now, by paying 50% of the cost of repairing Miss M's property (including new carpet, decoration and re-plastering totalling £1459.80) and pay half of the survey costs (£700) as that is what Miss M paid. And she also recommended Aviva pay £200 in compensation for the stress and inconvenience caused.

Both sides accepted the investigator's suggestion and some up to date costings were gained by Miss M in looking to finalise the mediation of this complaint. But Miss M changed her mind. She wanted all her costs paid and thought that the level of compensation should be increased. She said she felt the leak dated back to 2015 but our investigator highlighted that if this was the case then the matter would fall to her previous insurer as opposed to Aviva. And so, as Miss M didn't agree with the position outlined by our investigator the matter has been passed to me for review.

## **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 also think it's important to explain I've read and taken into account all of the information provided by both parties, in reaching my decision. If I've not reflected something that's been said in this decision it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I

don't think it's necessary to get an answer, or provide my own answer, to every question raised unless it's relevant to the crux of the complaint.

As our investigator has outlined if the leak commenced around 2015 and caused all the damage outlined here then that would be a matter for Miss M's previous insurer. However, having considered the details provided I agree with the position outlined by our investigator in her initial view on this complaint, and has been accepted by Aviva from the time it first looked into the leak, that from the evidence provided there was a leak after this policy was taken out in 2017.

I know Miss M and her representative are of the opinion Aviva are responsible for all the damp problems they have faced. And that this all stems from a leak at the property that Aviva hasn't dealt with properly. But I don't feel there is sufficient evidence to support this position.

I agree that the inspections undertaken by Aviva were inadequate and it missed a leak noted in Miss M's survey in 2017. And the re-routing of the pipework in 2019 could have been undertaken far earlier. The delays here clearly caused Miss M consequential loss, stress, and inconvenience. Although Aviva disputed that it was responsible for any part of this it seems to have accepted some responsibility in agreeing with the investigator's assessment and proposed settlement – to pay a 50% contribution to the remedial works now needed to be carried out and to pay Miss M's contribution towards the survey cost that was paid for jointly with the neighbouring property.

However, I agree with our investigator that I think Miss M could have taken steps to mitigate the position she was in. And I can't be sure, from the evidence before me, that the damp problem (which isn't covered under the policy) isn't a significant contributing factor to the issues at Miss M's property.

Given all of this, I agree the fair and reasonable thing to do, in the particular circumstances of this case, is for Aviva to pay a 50% contribution to the remedial works which are needed at the property in line with the quotes Miss M has gained. And to pay Miss M £200 compensation for the stress and inconvenience its delay caused.

Finally, I note Miss M's representative suffered because of the damp at the property which I'm sorry to hear. However, as our investigator explained I can only award compensation in relation to the policy holder, Miss M.

### **My final decision**

It follows, for the reasons given above, that I partly uphold this complaint. I require Aviva Insurance Limited to;

- pay a 50% contribution to the cost of repairing Miss M's property (re-plastering, flooring remedial works, redecoration and carpet costs) amounting to £1459.80;
- pay Miss M half the cost of her survey report (£700), plus 8% simple interest from the time she paid for this to the date of settlement; and
- £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 17 June 2022.

Colin Keegan  
**Ombudsman**

