

The complaint

Mr R complains about Aviva Insurance Limited (Aviva) under his home emergency policy. His complaint is about the time taken to fix a water leak at his property and what he considers unnecessary additional work carried out.

References to Aviva include their agents who provide services and deal with claims under the policy.

What happened

In November 2020 a problem arose with the water supply at Mr R's property, so he contacted Aviva to report the issue. Aviva arranged for an engineer to visit, which they did two days later, checking toilets and taps. But they couldn't diagnose the problem. A second engineer visited two days later and following investigation a leak from the mains water supply was diagnosed. Subsequent visits were made at different points to carry out work to replace the mains water supply pipe (and re-route it) as well as other work on internal pipes at the property in the kitchen and toilet. In total, ten separate visits were made before the work was completed in April 2021.

Mr R was unhappy at the number of visits required before the work was completed. He was also unhappy at having to take time off work (which he estimated to total six and a half days) to be at the property for the visits. Mr R was also concerned about some of the work carried out being unnecessary, including replacement of valves and internal pipework. He didn't think the work was necessary when the problem was with the external mains water supply, and that the work was carried out without it being discussed or agreed with him.

Mr R complained to Aviva. In their final response, Aviva upheld his complaint in part. They agreed the problem could have been resolved sooner than it was. They also acknowledged there were occasions when one engineer attended when the job required two, times where an engineer failed to attend when scheduled and where engineers attended without the correct equipment. They also accepted they'd not kept Mr R informed about progress. In recognition of these issues, Aviva apologised to Mr R and offered £270 in compensation for the inconvenience caused. But they didn't uphold the part of his complaint that some work was unnecessary, saying where engineers found issues during investigation, they were obligated to rectify them.

Unhappy at what happened and Aviva's final response, Mr R complained to this service. The main points of his complaint were, firstly, that the problem should have been resolved sooner and in fewer visits (he thought no more than three or four). Secondly, that the compensation offered didn't reflect the time off he'd had to take as well as other additional costs he'd incurred. Thirdly, that unnecessary work was carried out (replacement of valves and of copper pipework with plastic pipework) without being discussed or agreed with him. Mr R thought this had no relation to the external mains water supply problem.

Our investigator upheld the complaint, concluding Aviva hadn't acted fairly. He acknowledged what Aviva had said when accepting the problem could have been

resolved sooner, as well as the issues with some visits being made without the right number of engineers or the correct equipment. On the issue of whether some work had been unnecessary, he thought it unlikely Aviva would have agreed to incur the costs of work carried out that wasn't necessary, and that the additional work arose from investigation of the leak and what the engineers judged necessary. On the issue of compensation, he thought Aviva should increase their compensation to £350 to reflect the distress and inconvenience caused to Mr R.

Mr R disagreed with the investigator's conclusions and requested an ombudsman review the complaint. He didn't think the internal work at the property was necessary (beyond a new pipe from the re-routed supply pipe to the isolation valve/stopcock). He also wanted the plastic pipework installed by Aviva to be replaced with copper pipework (to return it to how it was originally). In raising this point, Mr R also said he considered the unnecessary replacement of the pipework would constitute criminal damage by Aviva. He also asked a specific question about why (on the first visit in November 2020) two internal engineers were sent out, when the issue was a leak to the external mains water supply.

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.

My role here is to decide whether Aviva has acted fairly towards Mr R.

In considering Mr R's complaint, I'd want to reassure him I've considered all his points, both when making his complaint to this service and those made subsequently in response to our investigator's view. In doing so, I've concentrated on what I think are the main issues. Firstly, the time taken to resolve the problem with the leak, together with the number of visits before work was finally completed. Secondly, what would be a fair and reasonable amount of compensation for the acknowledged issues in the resolution of the problem and the time taken (including time Mr R had to take off). Thirdly, that Aviva carried out unnecessary work on elements of internal pipework and valves, in particular replacement of valves (as they were stiff, rather than needing replacement) and the replacement of copper pipework with plastic pipework. Finally, the specific issue of internal engineers attending initially when the issue was the external mains water supply.

On the first issue, I've considered the sequence of events, including the number of visits, together with the case notes and what Mr R has told us. Mr R maintains the problem should have been resolved in, at most, three to four visits (rather than the ten in total between November 2020 and April 2021). For their part, Aviva accept the problem could have been resolved sooner than it was and there were occasions when one engineer attended when the job required two, times where an engineer failed to attend when scheduled and where engineers attended without the correct equipment. They also accepted they'd not kept Mr R informed about progress. While it's not for me to say how many visits should have been required to fix the problem, it's clear there were more than there should have been. It's also clear that this inconvenienced Mr R more than it needed to, including his having to be at the property when visits were made. I've thought about what Aviva needs to do to put things right when considering the second issue, what would be reasonable compensation. Turning to this issue, in their final response Aviva offered Mr R £270 in compensation for the inconvenience he'd suffered. Our investigator thought £350 would be a fair and reasonable figure. Mr R makes the point that he had to take off the equivalent of some six and a half days in total. While I appreciate what Mr R has said about the amount of time he had to take off, as a service we think about the impact that the actions of a business have on the consumer and based on that we consider what

would be fair and reasonable compensation. While Mr R doesn't consider the £270 offered by Aviva to be sufficient, he hasn't said what he thinks would be appropriate. Having thought about all the circumstances of the case, I think £350 for distress and inconvenience would be fair and reasonable.

On the third issue, whether unnecessary work was carried out, I've looked carefully at the evidence and information available. Mr R maintains that as the problem with the leak was the external mains water supply, the internal work to replace valves and some pipework was unnecessary (and therefore Aviva should restore, in particular, the copper pipework replaced by plastic pipework). For their part, Aviva say their engineers are obligated to remedy issues found when investigation of a problem indicates the need for additional work. From what I've seen it's also accepted it would be unlikely that the engineer would have replaced it without reason (nor Aviva would have incurred the cost of replacement). Specifically, on the copper pipework replaced by plastic pipework, they also argue that as the replacement pipework has been operating normally for a period, they don't see the need for it to be replaced by new copper pipework.

I've considered both views, but on balance I'm not persuaded that Aviva should have to replace the plastic pipework with new copper pipework. From what Mr R has told us, it appears his main concern (in addition to the work being unnecessary in his view) is that aesthetically the plastic pipework doesn't match other copper pipework in that part of the property. However, I'm not persuaded that's sufficient reason to require Aviva to replace it. Aviva's case notes don't record the reason why the engineer determined that the pipework in question needed to be replaced – although from what Mr R has told us it seems that the pipework was replaced as part of the work to replace valves (which the engineer thought had seized).

While Mr R says he challenged this (saying they were stiff) it appears the engineer replaced them. There isn't any direct evidence from the engineer about that decision (for example, that the valves might have needed to be replaced in the future, so replacing them at the time might have been precautionary). In the absence of such clear evidence, I'm not able to say that the decision to replace the valves (and associated pipework) was unreasonable, so I don't think there are grounds to ask Aviva to replace the pipework.

Mr R also says that the [unnecessary] replacement of the pipework constitutes criminal damage (under the Criminal Damage Act 1971). However, this service can't make a finding on whether an action of a business constitutes criminal damage, only a court can do this. So, I've not considered this aspect further.

The final question concerns the initial visit to assess the cause of the leak. Mr R has questioned why Aviva sent two 'internal' engineers to assess what he had said was an underground external mains water leak. Looking at Aviva's case notes, it appears that Aviva categorised the issue as being 'internal pipes' (possibly leak to the septic tank). While this may have been a misunderstanding, it would have explained why 'internal' engineers were initially sent to investigate. However, as noted above, a second engineer visited two days later and following investigation a leak from the mains water supply was diagnosed. While this caused some delay in diagnosing the problem, as it appears to be only a couple of days, I don't think that's unreasonable.

My final decision

For the reasons set out above, my final decision is that I uphold Mr R's complaint. I require Aviva Insurance Limited to pay Mr R:

- £350 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 26 May 2022.

Paul King
Ombudsman