

The complaint

Mrs A complains that Aviva Insurance Limited won't compensate her for damage she believes it is responsible for, after she made a claim under her home emergency policy.

References to Aviva include its agents.

What happened

In mid-2021 Mrs A contacted Aviva to report a fault with her boiler, which meant she had no heating or hot water. Aviva arranged for an engineer to visit her property the following day.

The next day Mrs A told Aviva that water was leaking from the boiler and asked for a plumber to also be sent around. After the engineer's visit, Mrs A told Aviva that she had no electricity because of something the engineer had done to her fuse box. She also said she wanted to put in a claim for property damage. An engineer returned to the property the following day and reported that everything was in working order.

Aviva apologised for the issues Mrs A had experienced. It said it had made several errors and Mrs A's property should have been attended as an emergency. It paid Mrs A £200 in compensation. Aviva said that if Mrs A sent pictures of damage caused by the leaking water, it would assess this further.

There were some further issues in the weeks that followed which resulted in more visits from engineers before the boiler was replaced.

Mrs A provided Aviva with some photographs and a quote for repairs to her ceiling. Aviva arranged for a surveyor to assess the damage. He concluded that the damage wasn't consistent with a leak from the boiler. The surveyor said he'd attended Mrs A's property in connection with another insurance claim around a year before and observed the same damage to the ceiling. He said he believed the damage was historic.

Aviva told Mrs A that it wouldn't accept responsibility for the damage to her ceiling. She remained unhappy and asked our service to consider her complaint.

Our investigator looked into Mrs A's concerns but didn't think her complaint should be upheld. Mrs A disagreed with our investigator's view. She said the damage was caused by a pipe leading from the boiler to the first floor. She said there were no further problems after her boiler and pipes were replaced. 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 decided not to uphold Mrs A's complaint. I'll explain why.

Mrs A's policy with Aviva provided insurance in relation to emergencies and other domestic problems, including a breakdown of her heating system. It didn't provide cover for damage to her property as a result of a problem with the heating system or leaking pipes.

In order to uphold Mrs A's complaint, I'd need to be persuaded that the damage to her wall and ceiling was as a result of Aviva failing to complete repairs it was required to do under the terms of the policy promptly or adequately.

The policies terms and conditions say that if a claim requires Aviva to visit a policyholder's property it "*will attend within a reasonable timescale*".

Aviva has apologised for not sending an engineer around the same day that Mrs A reported an issue with her boiler in early August 2021. According to Aviva's notes Mrs A called several times the next day. She informed Aviva that water was leaking from the boiler and there were two buckets under it. She also raised concerns about damage to her property. I can see that an engineer carried out repairs the same day but needed to return the following day because of issues with Mrs A's electricity.

I can also see that there were some further visits from engineers before it was decided that Mrs A's boiler was beyond economical repair in September 2021. Aviva paid for a new boiler and Mrs A paid for it to be installed.

Mrs A says the damage to her wall and ceiling was caused by a pipe leading from her boiler. She's also commented that the engineer who visited her property helped her mop up water leaking from her boiler and empty buckets she'd placed to try to catch it.

It's unclear if Aviva might have been able to prevent Mrs A's boiler leaking if it had sent an engineer around sooner. However, in its response to Mrs A's initial complaint about the matter, Aviva indicated it was willing to consider the damage Mrs A said had been caused to her property.

I can see that Mrs A provided Aviva with photographs of her wall and ceiling. She also sent Aviva an estimate from a maintenance company for "*ceiling repairs after leak*".

Aviva doesn't dispute that there was water leaking from Mrs A's boiler. It says it hasn't accepted liability for damage to the walls and ceiling of Mrs A's kitchen because the surveyor it sent to the property said the damage isn't consistent with a leak from the boiler and said he inspected the same damage in 2020.

Aviva has provided a report from the surveyor which says:

"The boiler is situated within a cupboard and there is no water damage within this area, the damage is higher than the cupboard. The damage is not consistent with a leak from the boiler. (The surveyors) were appointed for an insurance claim in September 2020 and the same surveyor attended and inspected the same damage and the stains are historic."

I've also listened to a voice recording from the surveyor, where he's said that the boiler was on the ground floor about halfway up wall. He didn't think it was possible for the damage in Mrs A's kitchen / diner to have been caused by a boiler defect.

I've no reason to doubt what Mrs A says about the damage to her ceiling and wall being caused by a leaking pipe. But the surveyor has indicated that the damage wasn't consistent with a leak from the boiler, which is what Aviva's engineers went around to fix. Moreover, the surveyor has said that the damage was already there about a year prior to Mrs A's home

emergency claim. So, I'm not persuaded that Aviva is responsible for the damage or should have to pay for it to be fixed.

My final decision

For the reasons I've explained, I don't uphold Mrs A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 29 June 2022.

Anne Muscroft
Ombudsman