

The complaint

Mr M complains about the way Aviva Insurance Limited has handled a claim for escape of water made under his home insurance policy.

What happened

Mr M made a claim to Aviva due to a leak at his property. Aviva carried out investigations, but declined the claim, as it said no insurable event had been found to have taken place.

Mr M says he was told the trace and access work would be non-invasive, and was also unhappy that the damage caused during those investigations hadn't been put right. He complained to Aviva, saying that because of the damage, his partner had tripped in front of the cooker and burnt herself.

Aviva said it would arrange repairs and that its contractor would be in touch with Mr M to complete these. It offered Mr M a total of £360.51 in compensation, which included £100 for loss of expectation to replace the floor coverings and £100 for loss of appearance to the floor caused by its contractors. It also included £160.51 to repair the concrete hold and boxing area which was left uncovered.

Mr M was unhappy with this offer, and said the whole thing had been going on for several months and that he'd experienced a number of issues, including Aviva delaying sending a surveyor round and closing the claim without telling him.

Our investigator considered the complaint and thought Aviva hadn't acted fairly. She said whilst it was fair for Aviva to decline the claim, as the terms of the policy excluded gradual damage, she didn't think the level of compensation offered to Mr M for the problems he'd experienced was sufficient. She recommended Aviva pay Mr M an additional £600 compensation for the distress and inconvenience he'd suffered as a result of its handling of the claim.

Aviva disagreed with our investigator's assessment. It said, among other things, that it couldn't be held responsible for the customer's partner tripping and burning herself as the flooring had been taped into place.

Because an agreement couldn't be reached, the case has now 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'm upholding this complaint. I'll explain why.

Mr M made the claim in November 2021. Aviva carried out a number of investigations into the cause of the leak, and issued a report to Mr M in April 2022, letting him know that the cause was penetrating damp, which was gradually operating and therefore not covered

under the policy.

Firstly, I consider it to have taken too long for Aviva to let Mr M know the cause of the escape of water. Whilst it's usual for claims of this nature to take several months to investigate and put right, this period of five months involved investigation only and no repairs. And looking at the photographs and reports provided, I don't consider the scope of the investigation to be so wide that it should've taken several months to complete. This left Mr M's home in a poor state in certain areas, which I can appreciate caused him some inconvenience.

I accept what Aviva has said about the customer's expectations around the investigative work being non-invasive. Aviva says there's no evidence that the customer was told tests wouldn't be invasive. It's not clear who told Mr M that the work wouldn't be invasive, and we don't have recordings of the calls in which Mr M says this was repeatedly mentioned to him. However, I don't doubt that Mr M was told this at some point, as he feels strongly about it and his testimony has been persuasive and consistent on this point. Similarly, Mr M has said he was told his kitchen floor would be replaced irrespective of whether the claim was accepted or not, due to the damage caused in investigating the claim – and due to the fact that the flooring is no longer available. So I'm satisfied his expectations weren't managed appropriately by an agent of Aviva, or at the very least that Aviva's agents did not provide suitable clarity before carrying out the work they did, and that as a result Mr M was let down once he realised the investigation work would involve causing damage to his home. So I'm going to require Aviva to pay £250 compensation for the disappointment this all would've caused Mr M, which continued for several months.

Aviva says it accepts Mr M had to chase for progress updates, but also says that there were points at which Mr M was kept updated. Having looked at the timeline of events, I can see that there were unreasonable delays, particularly during the first few months of 2022 when it doesn't appear much progress was being made to get back to Mr M about the damage that had been caused to his property. I appreciate that this caused Mr M frustration and I'm going to require Aviva to compensate Mr M by paying him £100 for this.

Whilst I can see from photographs provided that there are areas of kitchen floor tiling which are taped into place, there is also a large area directly in front of the cooker which is not covered or taped and is therefore uneven and could be a potential hazard. Mr M says this caused his partner to trip and burn herself whilst cooking, and I consider his comments to be plausible and persuasive. I also consider what happened to be a foreseeable direct result of the damage to the floor in front of the cooker, which was not put right when it should've been. As the policy is only in Mr M's name, I cannot consider distress and inconvenience caused to a third party, but I appreciate that such an issue would've also affected Mr M and that he would've been distressed and inconvenienced by it. So I'm going to require Aviva to pay Mr M £250 compensation for this.

Putting things right

Aviva Insurance Limited must now pay Mr M £600 compensation for distress and inconvenience, in addition to the £360.51 it has offered him already, bringing the total amount of compensation in this case to £960.51.

My final decision

My final decision is that I uphold this complaint and require Aviva Insurance Limited to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or

reject my decision before 21 October 2022.

Ifrah Malik
Ombudsman