

## **The complaint**

Mr E has complained about the service received from Aviva Insurance Limited ('Aviva') under his home emergency policy.

For ease of reference, the term 'Aviva' includes its agents, representatives and contractors.

## **What happened**

In August 2021, Mr E reported to Aviva a potential leak at his property, as water staining had appeared on his kitchen ceiling. Aviva arranged for an engineer to attend five days later. This appointment, as well as a second appointment, were missed.

When an engineer did attend to mend a leak under the bath, he damaged the bath and side panel. Aviva agreed to rectify the damage and visited Mr E to review the damage. It said it couldn't reinstate the bath and side panel until damage to the floor was repaired and this wasn't covered under the policy. Aviva offered a cash settlement of just under £930 for reinstatement of the bath, but Mr E rejected this as he wanted Aviva's engineers to do the work. He therefore referred his complaint to this service.

Our investigator didn't uphold Mr E's complaint, noting that Aviva had accepted that its representative had caused damage. It was our investigator's view that in assessing damage in such circumstances, it wasn't unusual to offer a cash settlement, as well as to offer to do the repairs. He said that without further evidence, he couldn't conclude that the settlement figure of just under £930 was unfair. He noted that the reason work hadn't been done was due to damage to the floor.

Our investigator noted that it wasn't clear what was inspected when Aviva's representative visited to assess the damage, however he accepted there may have been some floor damage if the kitchen ceiling was showing signs of a leak. He said he couldn't then conclude that Aviva had done anything wrong by asking for the floor to be repaired before agreeing to repair the bath. He agreed with Aviva that it may be worth Mr E approaching his building insurers.

Our investigator did think that Mr E had been let down by missed appointments and damage to the bath, however he considered that the compensation of £150 already offered was in line with the service's approach. He stated that Mr E should have the floor repaired, either privately or through his building insurance policy, as he didn't consider that it was unfair for Aviva to expect this to be done before it carried out reinstatement work. He then expected Aviva to urgently complete the repair work to the bath and panel to a satisfactory standard. The work has since been completed. Mr E was however unhappy with the outcome of his complaint and considered that compensation of £150 was inadequate in view of the extent of the trouble and upset caused. The matter was therefore referred to me to reach a decision in my role as Ombudsman.

I then issued a provisional decision for this complaint in September 2022 and explained why I was minded to uphold Mr E's complaint as follows; -

*'The key issue to determine in this case is whether Aviva applied the terms and conditions of its policy and treated Mr E in a fair and reasonable manner. To be clear, what I'm considering is a complaint against Aviva in relation to its home insurance policy and not a complaint regarding the service provided or delays experienced under any building insurance policy. I've concluded that on balance, Aviva didn't act fairly and reasonably in all respects under its home emergency policy. I'll explain why.'*

*The purpose of home emergency cover is to cover attendance and action in response to certain emergencies that may occur in the home. Mr E's emergency home insurance policy provided cover for emergencies relating to internal plumbing, including leaking pipes. Aviva duly responded to an emergency in this case.*

*Mr E provided a detailed account of the problems and communication issues which he'd experienced. Following missed appointments by Aviva, he said the third plumber who attended had found a small leak under the bath and thought that he'd managed to stop it. In doing so however, Mr E said that the plumber had 'cracked the bath rim, shattered the plastic side panel and damaged the lower panel board.' He explained that the bath was 'built-in' with vanity units and large tiles.*

*Between September and November 2021, Mr E said that he had numerous interactions with Aviva. He said that neither the plumber nor a surveyor who attended in September 2021 reported any floor damage. He said floor damage was first mentioned following a further survey, but the side panel hadn't been removed during this inspection. He said that the settlement offer had been 'derisively low' as all surveyors indicated the complexity of the job, given the built-in nature of the bath. He wanted the bath to be reinstated to place him back in the position he would have been in before the damage. Mr E also said that Aviva had reneged on its agreement to make good the damage because 'the floor was damaged and unstable' and that it was: 'not comfortable working with the floor in that condition'.*

*Mr E felt that the compensation offered was doubly insulting as 'now their surveyor is saying it's a worse situation and the offer is the same'. He said that all the works were completed in the summer of 2022, however no floor damage was revealed. He said that £100 had originally been paid by Aviva for non-attendance at two emergency call outs and that £150 had then been offered for subsequent service issues and damage to the bath. As well as full reinstatement of his bath and bathroom, Mr E was looking to receive compensation for what he referred to as months of disruption, wasted time, frustration, anxiety, and anger that Aviva had reneged on agreements as well as lack of communication. Mr E felt that two insurers had played 'pass the parcel' and treated their customer as an inconvenience.*

*Aviva accepted that it failed to attend appointments to assess the water leak. It also agreed that its representative had caused damage to the bath and panel during his investigation 'in trying to find out the root cause of the leak.' However, it didn't consider that it was liable for the damaged floor under the bath. It said it could arrange for its contractor to carry out the necessary work to the bath, however it was unable to do so until Mr E had repaired the damaged floor. It offered to pay just under £930 as a final cash settlement 'in order for you to source your own external contractors to carry the necessary work.' It also stated that if the works carried out by Mr E's own contractor exceeded £930, Mr E could provide an invoice so that it could be assessed for possible reimbursement. It also offered compensation of £150 for the inconvenience caused.*

*I've noted that the work was finally completed around a year after the original emergency was reported by Mr E. I do not therefore intend to address the part of the complaint in which Mr E requests reinstatement rather than payment of a sum in settlement. I do however address the part of Mr E's complaint which relates to service issues and the level of*

*compensation offered by Aviva for distress and inconvenience caused.*

*Aviva accepted that there had been initial service failures in August 2021 and that its representatives had failed to keep appointments. As this was an emergency event which Aviva actioned under the home emergency policy, I'm satisfied that this initial delay was unfair and unreasonable and would have caused additional distress and inconvenience to Mr E in an already stressful situation.*

*Aviva doesn't dispute that its representative caused damage to the bath and bath panel whilst repairing the leak and that this was unfair and unreasonable. Such damage will have caused frustration and inconvenience. The subsequent events will have caused even greater inconvenience. It appears that Aviva took the view that it was unable to make good the damage to the bath due to the need for damage to the floor to be remedied first. Whilst I note the view that signs of a leak on the kitchen ceiling may have indicated floor damage above, no such damage is demonstrated by the available photographic evidence.*

*On a provisional basis, I accept Mr E's submission that the floor wasn't physically inspected to support Aviva's view that it was damaged. In the absence of contrary evidence, I also provisionally conclude that no floor damage was revealed when works were finally completed. I therefore provisionally conclude that it wasn't fair or reasonable for Aviva to have delayed work to await floor repairs. Whilst I appreciate that Mr E was still able to use the bath during this period, I nevertheless consider that this delay will have caused additional stress and will have led to considerable time and effort being wasted by Mr E in trying to achieve resolution of a problem caused by Aviva.*

*My provisional conclusion is that the compensation offered by Aviva doesn't provide a fair and reasonable resolution to the matter. It's reasonable to consider that Mr E experienced distress and inconvenience during the initial period when Aviva's representatives didn't attend emergency appointments and when damage was caused by its representative. Secondly, it's reasonable to consider that Mr E experienced distress and inconvenience due to delays caused by Aviva reaching the flawed view that it couldn't progress repair works. The impact of these service issues will have lasted over many months. In all the circumstances, I consider that an award of compensation in the sum of £600 rather than £150 would be appropriate in this case.*

*For the reasons given above, I intend to uphold Mr E's complaint and to require Aviva Insurance Limited to pay £600 for the distress and inconvenience caused.'*

In my provisional decision, I asked both Aviva and Mr E if they had any further comments or evidence they would like me to consider before I made a final decision.

### **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.

Aviva has confirmed that it has nothing further to add.

Mr E has made further submissions as follows. He felt that this was: *'yet another instance where a large corporate organisation had been able to extract payments for years and then fail to meet its obligations when the service is required.'* He also felt that it was a case of grinding down a customer's will to fight back.

Mr E did however recognise a positive aspect of the outcome and that the provisional decision upheld *'the three main counts of my year-long complaint'*. He didn't consider

however that the proposed compensation would have any effect on Aviva's future behaviour. Mr E concluded by saying that he wished to put the '*frustrating affair*' behind him and he was prepared to accept the provisional findings and award.

I note the further submission made by Mr E. In all the circumstances however, I've concluded that the provisional decision provides a fair and reasonable outcome to the matter.

### **My final decision**

For the reasons given above, I uphold Mr E's complaint and to require Aviva Insurance Limited to pay £600 for the distress and inconvenience caused to him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 16 November 2022.

Claire Jones  
**Ombudsman**