

## **The complaint**

Mrs G complains that her Homeserve plumbing and drainage policy underwritten by Aviva Insurance Limited responded to her claim, but its engineer damaged her floor tiles and the area around her bath. Mrs G thinks Aviva's offer of settlement for the damage is inadequate and she would like Aviva to pay for replacement floor tiles.

## **What happened**

In April 2022 Mrs G called Aviva about a problem with her tap. Aviva sent an engineer who said the tap needed to be replaced. Mrs G didn't like the replacement on offer and said the engineer told her a better tap could be sourced, but he didn't do so. Two further visits by engineers took place and the leak was stopped, but damage remained.

Mrs G said the engineer removed the mastic around the bathroom shelving, bath panel and beading, without explaining the reasons and this caused water leakage through the ceiling. She said that the engineer dropped tools on her bathroom floor causing tiles to crack.

Mrs G complained to Aviva saying it should pay for the repairs and repair her floor and compensate her for the problems it had caused. Aviva responded that its loss adjuster's surveyor would assess the damage and report on its engineer's work. It said this wouldn't include broken floor tiles as these weren't mentioned when Mrs G first called about the damage. Mrs G said this was because she didn't notice the damage as it was well hidden.

Mrs G obtained a quote of £4,250 to have the bathroom and water damage repaired. Following the surveyor's report, Aviva said it would rectify damage to her bathroom and the ceiling below, but it didn't accept its engineer had damaged the floor, saying that the tiles are damaged in several areas. It said Mrs G's quote for the work is excessive and the surveyor said this should be costed at £1,200 + VAT, which it would pay or carry out the repairs.

Aviva repeated its offer for the repairs and offered £220 compensation for Mrs G's stress and inconvenience concerning extra appointments. Mrs G wasn't happy with Aviva's response and brought her complaint to our service.

Our investigator recommended the complaint be upheld and said Aviva should pay for all the damage based on its costing. He said Aviva's engineer had said there was no damage to the tiles and so the damage must have come as part of an engineer's visit. The investigator said that Aviva should pay Mrs G further compensation of £150 for causing her ongoing worry.

Aviva disagreed with the investigator, saying it was the last engineer to visit who reported no damage to the tiles and he didn't think the first engineer had cut the mastic seals as he was there to fix the tap. Aviva said Mrs G first called about her leaking tap only two weeks after having it fitted and noted that it took her ten weeks to call back about replacing the taps when the damage was continuing. Aviva requested an ombudsman review the complaint.

## **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 have looked carefully at the record of Mrs G's claim to see if Aviva has made a fair offer of settlement and to decide if it was the intervention of Aviva's engineer that caused the damage to Mrs G's bathroom and led to water penetration of her ceiling. In order to do this I have to rely on the available evidence, which includes reports and photos. I have seen the surveyor's report about the damage, but little about the engineers' visits.

Aviva acknowledged that it was likely that its engineer who visited Mrs G's home on 23 June 2022 had tried to access the taps under the bath panel and panelling at the back of the bath. I agree that this would seem to be the most likely explanation for this damage.

Aviva pointed out that under the terms of the policy it is only required to stop the cause of the damage, not to repair. That would normally be the responsibility of the consumer's home insurer, but if the damage was caused by Aviva's agents, then it's Aviva's responsibility to put this right. I'm pleased that Aviva is prepared to pay what it would have cost it to put right the damage. I think this is fair and as Mrs G wanted to have the work done privately, it is in accordance with the policy that this is at Aviva's rate. Its surveyor has costed this at £1,200 and so long as the payment includes the repair of the kitchen ceiling, I think this is fair.

Aviva declined Mrs G's request that it pay for her broken floor tiles as it said she hadn't reported the damage to it when she first made her complaint. And because there were several areas of damage. Aviva said the final engineer to visit Mrs G's home reported no damage to the floor tiles, but Mrs G had stated that the damage occurred before his visit.

The engineer's visit reports, where present, are very brief and there's no photos from the visits. The surveyor reported that the damage to the floor tiles was not the result of any actions by an engineer. This may be correct, but I haven't seen any evidential support for this conclusion and there are other possible explanations.

As stated above, Aviva has accepted that its engineer likely caused damage to the bathroom panels and seals in order to repair the tap. It's possible that while doing this he broke floor tiles in the vicinity. I realise that Aviva has said that the final engineer to visit had reported no damage to tiles, but he may not have been looking for this at the time. I can't be certain when the tiles were laid or when they were cracked, but I don't think it likely that Mrs G caused damage in different areas of the floor and more likely that this happened as she has said.

And so on balance, I think it would be fair for Aviva to also pay for the repair of the floor tiles shown in Mrs G's photos. As she has had the work done, I expect Aviva to increase its payment in accordance with a reasonable estimate as to what it would have cost Aviva to have the floor tiles replaced and fitted.

Mrs G has described the distress she has suffered over the months as a consequence of the prolonged uncertainty about her claim and the impact on her finances and health. I think Aviva could have done more to progress Mrs G's claim and reach a fair decision about the additional damage caused. I agree with the investigator that it would be fair for Aviva to pay Mrs G further compensation of £150 for the distress and inconvenience she has suffered.

### **Final decision**

For the reasons I have given above it is my final decision that the complaint is upheld.

I require Aviva Insurance Limited to pay Mrs G for the repairs to the damage to her home in line with its estimate for the work, and including repair of the kitchen ceiling. And to pay her a reasonable sum in respect of the repair of the floor tiles in her bathroom.

I also require Aviva Insurance Limited to pay Mrs G further compensation of £150 for the distress and inconvenience she has been caused by the prolonged rejection of her claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 12 January 2023.

Andrew Fraser  
**Ombudsman**