

The complaint

Mrs K complains about the service she's received after making a claim on her home emergency policy with Aviva Insurance Limited.

Aviva are the underwriters (insurers) of this policy. Part of this complaint concerns the actions of their appointed agents. As Aviva have accepted they are accountable for their appointed agents' actions, in my decision, any reference to Aviva includes the actions of their appointed agents.

What happened

The background to this complaint is well known to both Mrs K and Aviva. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mrs K had a home emergency insurance policy with Aviva. Mrs K made a claim on her policy related to low water pressure. A number of engineer visits took place but no leak was clearly identified. Mrs K was advised to arrange a pressure and flow test with her water company. A further visit on behalf of Aviva took place and Mrs K was advised that the problem was being caused by supply pipes – which wasn't covered under this policy.

Mrs K complained to Aviva. They told Mrs K that should an independent engineer's report sufficiently show that a leak existed they'd reconsider the claim. Aviva offered £100 in recognition for the issues caused by how they'd handled this claim. Mrs K wanted Aviva to pay for the necessary remedial works to be carried out by a private engineer, but Aviva declined and offered to have a further inspection. The further inspection didn't detect any leak and it was recommended the bathroom taps, isolation valves be changed and a stop tap replaced.

Mrs K referred her complaint to our Service for an independent review. Our Investigator considered the complaint and recommended that the £100 offered was fair and reasonable and that Aviva should make contact with Mrs K to have the opportunity to remedy the issue (if the issue was covered under the policy). Our Service then closed the complaint.

Aviva did then make contact with Mrs K and she raised a new complaint. A new final response letter was issued on 5 January 2023 stating that Aviva had called Mrs K on 15 December 2022, left a voicemail and later offered to send out a plumber (as per our Investigator's recommendations) – but that Mrs K didn't want a plumber to visit and instead wanted Aviva to write to her with their proposal.

Mrs K got back in contact with our service and this complaint was reopened as the initial complaint remain unresolved. The complaint was then passed to me for a decision and I recently sent both parties a copy of my provisional, intended findings. As the deadline for responses has now passed, I've considered the complaint for 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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. As neither party provided either any materially new evidence or responses following my provisional decision – I see no fair or reasonable decision to deviate from my intended findings.

Mrs K has said: *"I would like the Ombudsman to look at this and make a decision based on the findings of the independent contractors."* But as I've said previously, a further final response letter was issued in early January 2023. My decision will consider Aviva's actions up until that point and will largely focus on the following two tests:

- Have Aviva fair and reasonably considered this claim in line with the policy terms?

And;

- Have Aviva treated Mrs K fairly and reasonably overall?

I won't be making a specific finding on the findings of the independent contractor, but have considered whether Aviva placed appropriate weight on that evidence.

Aviva initially told Mrs K that there was a leak and it'd be covered under the policy. The job notes from 26 August 2021 recorded: *"...there is a leak on the water supply pipe external"*.

The job notes from another visit on behalf of Aviva (13 September 2021) state: *"No leak on WSP. Issue could be internal..."*. I find the advice to contact the third party water company to be reasonable and Aviva made it clear they'd consider any further information that came out of that investigation.

Another note from 23 September 2021 stated: *"WSP engineer has found the problem which is all pipes are old and galvanised steel that has rotted within..."* This wouldn't be covered under this policy and will have been disappointing for Mrs K - after initially being told there was a leak and it would be covered.

I've noted that when Mrs K provided an independent third party report stating there likely was a leak and a breakdown of the remedial work costs, in December 2021 Aviva sent out the same engineer who'd visited for the first appointment and this time they said the issues were being caused by a toilet ball valve and the water supply pipes would likely need replacing – something that wasn't covered under this policy. At this point it had been almost four months since Mrs K first reported the issue and I find it unreasonable that this issue wasn't identified much sooner.

Mrs K had another third party engineer attend her property in January 2022 who found no issue with the toilet ball valve. Mrs K informed Aviva, but said she didn't want any further Aviva engineers to attend. Given her experience in the previous 4 months, I don't find this unreasonable. I say this because it's clear her relationship with Aviva had deteriorated by this point and an element of mis-trust had developed – due to her experience.

I find it reasonable that Aviva told Mrs K in April 2022 that although they weren't authorising private repair works, they'd consider a written report explaining any repairs and supporting evidence.

When considering how Aviva have treated Mrs K overall, I've noted an internal email about the ongoing claim dated 13 October 2021 stated:

“I put it through to the hardship fund to see if there was a way of doing it through this way but was told that this would not happen due to the way the customer has made numerous complaints....”

I find this to be extremely cynical, disappointing - and not in the interests of treating customers fairly. I've also kept in mind that Aviva have remained silent on this point following my recent provisional decision.

I now increase the £100 offered by Aviva to a total of £450. This is to recognise the overall avoidable poor communication, disappointment, inconvenience and frustration that Aviva's actions have caused Mrs K - as well as the overall time taken when responding to this claim.

It's disappointing how Aviva have handled this claim overall. In order to resolve the outstanding claim, I find that Aviva's offer to visit Mrs K's property to carry out necessary plumbing (bathrooms taps replaced, isolation valves changed and stop tap valve replaced) to be fair. Should the pressure issues persist after this, Aviva have said they will dispatch a water supply pipe engineer to excavate (if necessary) and investigate leaks on the pipework – **subject to the work being covered under the policy and the relevant policy limits.** (bold added for emphasis by Ombudsman)

Our Service can only direct a respondent business - not a complainant. Whilst I've recognised that Mrs K's relationship with Aviva has deteriorated, in the interests of resolving her claim, she needs to strongly consider arranging a suitable time for this (the plumbing repairs) to happen with Aviva. I don't find it necessary that Aviva write to Mrs K outlining what they plan to do. I say this because my decision makes it clear and Aviva's recent final response letter also references their intended course of action.

I need to be clear with both parties that my final decision is the end of our Service's involvement in the complaint referred to us. Should any further issues develop after this, that would need to be a new complaint and/or referral to our Service.

Putting things right

I direct Aviva Insurance Limited to:

- Pay Mrs K a total of £450 (including the previous offer of £100) to recognise the impact of their actions on her.
- Visit Mrs K's property to carry out necessary plumbing (bathroom taps replaced, isolation valves changed and stop tap valve replaced). Should the pressure issues persist after this, carry out further investigations - subject to the relevant policy cover and limits.

My final decision

My final decision is that I uphold this complaint and direct Aviva Insurance Limited to follow my direction as set out under the heading '*Putting things right*'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 16 May 2023.

Daniel O'Shea
Ombudsman