

The complaint

Mrs G's complaint is about the handling of a claim under a home insurance policy with Aviva Insurance Limited ("Aviva")

Any reference to Aviva includes its agents and engineers acting on its behalf.

What happened

Mrs G has plumbing and drainage insurance with Aviva.

In December 2022 Mrs G contacted Aviva to report a leak at her home. An engineer attended the same day but was unable to locate or contain the leak and said a leak detection team would need to attend.

Mrs G contacted Aviva again the following day to get an update on her claim and was told the leak detection office was closed until the new year. When the office opened again in the new year Aviva contacted Mrs G to make an appointment. Unfortunately one couldn't be made for around six days. But Aviva told Mrs G it would try and bring it forward if it could.

The initial appointment made was no longer available. And so Mrs G was provided with a new date which was three days after the original appointment.

When the engineer attended Mrs G's property they were told they were no longer required since Mrs G had cancelled the claim with Aviva and arranged for the repairs herself. Mrs G made a complaint to Aviva. She was unhappy with the delay in sending a engineer to locate and repair the leak, and the delay had caused damage to her kitchen flooring which would now need to be replaced.

Aviva said it was sorry Mrs G had been provided with incorrect information regarding when she would receive a call back from the leak detection team. Aviva apologised the service hadn't been what she expected. It offered Mrs G £140 in compensation for the inconvenience caused.

Mrs G wasn't happy with the response from Aviva. So she referred her complaint to this service. Our investigator looked into things for her. She said she recognised there was delay in arranging an appointment for the leak detection team to attend. But given the Christmas period its offices were closed until the new year. She said the offer made by Aviva was fair in the circumstances of the complaint and so she wouldn't ask Aviva to take any further action.

Mrs G didn't agree with the investigator's outcome. She said because of the delays by Aviva the damage caused meant her kitchen floor needed to be replaced. She said she paid to have the flooring lifted and dried out so she could use her kitchen. She said when the initial engineer came out he was unable to detect the leak and so it was left, which she found worrying and upsetting.

Since Mrs G didn't agree the complaint has come to me to decide.

My provisional decision

I recently issues a provisional decision setting out my thoughts on the key complaint points and how I thought matters might best be resolved. I said:

"I understand Mrs G has strong views about what happened and I can empathise with the position she has found herself in. I have read and considered everything I have received carefully. My role is to consider the evidence to reach what I think is a fair and reasonable outcome.

The nature of home emergency insurance is to cover emergency repairs when things go wrong. It isn't a maintenance policy. Mrs G has Plumbing and Draining insurance which provides cover for, "leaking pipes, blocked drains, blockages to sinks and toilets, leaks or blockages to the water supply pipe, and dripping or seized pipes."

The main part of Mrs G's complaint is that Aviva didn't provide the service to her it should have done by not carrying out an emergency repair to stop the leak. And I think it would have been reasonable for Aviva to prioritise Mrs G as a vulnerable customer but I can't see it took any steps that shows it considered her vulnerabilities when dealing with her claim, which is what I would have expected it to do.

I have reviewed the policy terms and conditions and they confirm Mrs G is, "covered for problems in relation to your plumbing and drainage. The engineer will resolve the immediate problem by repairing or replacing the leaky pipes." So I understand why Mrs G was expecting her home emergency insurance provider to stop the leak, and I don't think Aviva left Mrs G with a repair as per the terms of the policy.

Mrs G says when the engineer initially inspected her property he was unable to locate the leak and told her the leak detection team would need to attend. He told her someone would call her that day to arrange an appointment. Mrs G says she was concerned the leak was still ongoing and was worried about the damage it might have been causing and I can understand why. Both Mrs G and the engineer have said the water leak could be heard.

I can see Aviva contacted Mrs G in the new year to try and arrange an appointment. There was an issue with the original one not being confirmed and so a further appointment was made. In fact Aviva didn't attend Mrs G's property again to investigate until 12 or 13 January, some 16 days after Mrs G initially reported the leak.

Given the circumstances described by Mrs G together with the fact an engineer inspected the property and wasn't able to diagnose the problem, and then looking at what the policy covers which is an attendance by an engineer (which did happen) and for an emergency repair to be carried out (which didn't happen). I think it's fair to conclude Aviva haven't acted fairly or reasonably towards Mrs G by not arranging for the emergency repair to be carried out.

Kitchen flooring

I understand there may have been delays in dealing with the leak due to the time of year. However under the terms of the policy Mrs G was expecting the leak to be stopped. Overall it seems to me more likely than not that had Aviva repaired the leak when Mrs G reported it, the damage caused to Mrs G's floor by the escaping water would not have reached such a level that the flooring would need to be replaced.

Mrs G has said she wants Aviva to pay for the cost of replacing her kitchen floor but this isn't something she is entitled to under the terms of the policy. In the general exclusions the policy says, "any losses as a result of a problem covered by this policy other than those direct costs expressly covered by this policy." So I don't think it's appropriate for Aviva to pay towards the replacement flooring. It could be that the damage to the flooring might be covered under a home insurance policy; such as buildings or contents, that Mrs G might have in respect of her policy. But that isn't something that falls within this complaint.

I can see Mrs G has suffered considerable stress and anxiety as a result of this matter and I empathise with the situation she finds herself in. I've thought about the impact this matter is likely to have had on Mrs G. She has explained she is in her late 80s and is registered partially sighted. Her home emergency cover is to protect herself in situations such as this. And so when Aviva failed to help her with the leak I think the impact on Mrs G would have been significant.

Aviva offered Mrs G £140 in compensation for distress and inconvenience. I've thought about this carefully. It's not our role to punish businesses where they haven't acted fairly towards consumers, but given the circumstances described by Mrs G, the length of the delays and the inconvenience she has suffered I have detailed what I think would be reasonable below.

Response to my provisional decision

Mrs G didn't provide any further comments following my provisional decision.

Aviva responded to reiterate the facts it had already provided and to say it wasn't at fault the repair couldn't be completed on the day it was reported due to the leak detection team being unavailable over the Christmas period.

I've thought carefully about whether this changes anything set out in my provisional decision and it doesn't.

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.

In light of the fact that neither Mrs G nor Aviva had anything additional to add to the findings set out in my provisional decision (which I've reproduced here and which forms part of this final decision), I'm satisfied it represents an appropriate way to resolve the dispute. For the reasons set out above

Putting things right

I've taken the view that Aviva have acted unreasonably and so it should;

- Reimburse £465 for the cost of repairing the pipe
- Pay Mrs G £500 for the distress and inconvenience caused
- Reimburse Mrs G for any excess she pays on her buildings or contents insurance policy to replace the flooring.

My final decision

My final decision is that I uphold Mrs G's complaint and direct Aviva Insurance Limited to put things right by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 21 July 2023.

Kiran Clair
Ombudsman