

The complaint

Miss K complains about Aviva Insurance Limited (“Aviva”) and the service provided to her after she made a claim on her home emergency insurance policy.

Miss K has been represented by her husband, Mr P, during the claim and complaint process. For ease of reference, as the policy is in Miss K’s sole name, I will refer to any actions taken or comments made by Mr P as if they were made by Miss K throughout the decision where appropriate.

What happened

The claim and complaint circumstances are well known to both parties. So, I don’t intend to list them chronologically in detail. But to summarise, Miss K held a home emergency insurance policy, underwritten by Aviva, when she discovered a leak in her living room. So, she contacted Aviva to make a claim. The policy Miss K held was administered by a separate company, who I’ll refer to as “H” on Aviva’s behalf. H were acting as an agent of Aviva and so, I will refer to any actions taken by H as if they were made by Aviva themselves.

Aviva arranged for several engineers to attend Miss K’s property to stop the leak, which led to Miss K’s radiator being capped off and removed. But Miss K felt a leak was still present in her home, while also believing one of Aviva’s engineers had contributed to the water damage on her carpet. Miss K was unhappy that she had been left with a wet carpet that she explained impacted her family’s day to day life, and health. So, she raised a complaint about this.

Aviva responded to the complaint and didn’t uphold it. They explained why they felt their engineer’s had stopped the leak at Miss K’s property, which was what the policy they provided was designed to do. And they thought the damage to Miss K’s carpet was consequential to the leak and so, not something they were obliged to repair. So, they didn’t think they needed to do anything more. Miss K was unhappy with this response, and Aviva’s maintained position after further information was provided. So, she referred her complaint to us.

Our investigator looked into the complaint and didn’t uphold it, with their reasoning set out over two responses. In summary, our investigator was satisfied that, based on the evidence that had been provided to them, Aviva had most likely fixed the leak at Miss K’s home and so, provided the service the policy was designed to provide.

And while they considered Miss K’s belief some of the damage had been caused by the actions of Aviva’s engineer, they didn’t think this was likely to be the case, considering water damage would have already been present in Miss K’s home. So, they didn’t think Aviva needed to do anything more on this occasion.

Miss K maintained her belief that Aviva’s engineer had caused the water damage when

removing the radiator. And so, she maintained her stance that Aviva should be responsible for the repairs to her living room floor and compensate her for the impact having a wet floor caused to her family. As Miss K didn't agree, the complaint has been passed to me for a 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.

Having done so, I'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Miss K and her family. I've no doubt it would have been upsetting and frustrating to be left living with a wet carpet in what is their main living area. So, as Miss K believed this damage has arisen because of something an engineer of Aviva's did wrong, I can understand why Miss K would ultimately hold Aviva responsible and ask that they repair the damage and compensate her accordingly.

But crucially, it must be made clear the scope of the policy Aviva has provided. It is a home emergency insurance policy and so, it is intended to assist Miss K in locating and repairing an emergency, which in this situation was the leak itself. This policy isn't designed to replace, or act as, a separate home insurance policy. So, the policy Aviva has provided in this case doesn't cover Miss K for the repairs required to address any damage the emergency itself, in this case the escape of water, created. And I've had to take this into consideration when reaching my decision.

I also think it would be useful for me to explain what I've been able to consider and more importantly, how. I understand the crux of this complaint relates to Miss K's belief Aviva failed to repair the leak and that one of their engineer's caused more damage when capping off the radiator. But I note Aviva's engineer disputes this version of events. In situations such as this, where I'm unable to say for certain exactly what did happen as I wasn't present at the time, I've had to consider all the information and evidence available to decide what I'm persuaded is most likely to have happened, based on the balance of probability. So, this is what I've done.

I've seen Aviva's system notes as well as their engineer's notes and comments following their attendance. While I recognise the first engineer didn't cap off the radiator, considering this was Miss K's main living area where her family spent their time alongside this engineer's testimony, I don't think Aviva were unreasonable to believe the engineers testimony that Miss K requested the radiator be left in place, rather than removed.

So, I'm satisfied Aviva's engineer attempted a repair on first attendance as best they could. And when Miss K made Aviva aware they felt a leak was continuing, I'm satisfied Aviva acted promptly and fairly by sending a second engineer, who capped and removed the radiator entirely.

I can see that on the third and fourth attendances, different engineer's both explained they could find no further evidence of a leak, despite undertaking further trace and access work. So, based on this testimony, and the fact two separate engineers provided the same opinion, I'm satisfied the repair work undertaken on the second attendance repaired the leak and so, the emergency at Miss K's home. So, I'm satisfied Aviva acted fairly, and in line with the requirements of the policy Miss K held.

I've then turned to the crux of Miss K's complaint, which centres around the actions of the second engineer when the radiator was capped off and removed. I note Miss K believes that, based on the speculation of the fourth engineer, that the second engineer spilled the contents of the radiator over her carpet when removing it. And that it is this that has caused the water damage that has left her in a position where she believes her living room is uninhabitable and causing health issues for her family.

I want to note that, while I don't doubt the impact having a damaged carpet has caused, I've seen no evidence to show the exact health issues that Miss K believes this damage caused, and that they were as a direct result of having a damaged living room carpet. Without this evidence, this isn't something I've been able to consider.

But crucially, even if this evidence had been received, I'm not persuaded that the water damage present was caused by the actions of Aviva, or their engineers. And I'll explain why.

I note that Miss K initially raised her claim as her radiator had fallen off the wall and leaked onto her carpet. I've seen photographs from the first engineer's attendance that shows this to be the case, as well as Miss K's own testimony to Aviva and our service that a leak was present. So, I think it's reasonable for me to assume that Miss K's carpet would always have been damaged by the leak present before Aviva attended her home.

And I must also note that, while I don't dispute Aviva's fourth engineer did speculate a spillage may have occurred when the radiator was removed, I've seen no evidence to show Miss K raised this with Aviva before this speculation. Had Miss K, or her family in attendance, have seen this spillage at the time the radiator was removed, I would've expected them to raise it with Aviva at the time. But I've seen no evidence to suggest they did.

So, on the balance of probability, I think Miss K's concerns about this spillage have been created by the suggestion of Aviva's fourth engineer, who was a different engineer to the one who capped off the radiator initially and wasn't present at the time this work was done.

When I consider this alongside the fact that water damage had already occurred to Miss K's carpet before Aviva ever attended her property, on the balance of probability I'm more persuaded that the damage to Miss K's carpet was present as a result of the initial leak that she claimed for, and the fact the water was struggling to escape due to the materials used in the underlay, as suggested by another of Aviva's engineers.

So, while I don't intend to take away from Miss K and her family's lived experiences, I'm not persuaded Aviva have made an error that requires them to do something more on this occasion.

As I stated at the beginning of this decision, the policy Aviva provide isn't a replacement for a home insurance policy. Should Miss K hold a separate home insurance policy, she can look to raise a claim on this policy to assist her in replacing the damaged carpet and any other repairs that are required as a consequence of the initial leak she claimed for.

My final decision

For the reasons outlined above, I don't uphold Miss K's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 19 March 2025.

Josh Haskey
Ombudsman