

The complaint

Mr L complains about the way in which Aviva Insurance Limited handled and settled a claim he made under his home emergency policy following an escape of water. He says he experienced a delay in the repair that was undertaken, which led to his property sustaining further damage.

What happened

Mr L held a home emergency policy which includes cover for plumbing and drainage. This policy is underwritten by Aviva.

On around 17 October 2023, Mr L contacted Aviva to report an issue with a leaking basin tap. Aviva said it instructed an engineer to attend Mr L's home address. Aviva stated the engineer replaced the faulty tap on 18 October 2023 and resolved the issue reported. The engineer informed Aviva that there was no further leak when their visit ended. They said no damage to Mr L's property was observed or drawn to their attention during this visit.

Mr L stated that water damage occurred downstairs to the walls and ceiling of his property following the engineer's visit in October 2023. He asserted this damage was caused by the failure of Aviva to repair the fault in October 2023. But Aviva said Mr L didn't contact it to report a further escape of water until around 21 March 2024 and that the issue he reported was from a floor-mounted bath tap. It said this was a fault within a different bathroom and affecting a different tap.

Aviva appointed an engineer to attend Mr L's property to diagnose and assist with the leak. After the engineer's inspection of the floor mounted bath tap, which took place on around 25 March 2024, they thought the cause of the leak was a cartridge that required replacing. A replacement cartridge was ordered on 2 April 2024 but there were parts missing from that order. So, the required cartridge had to be reordered. And, on 8 April 2024, the new cartridge was fitted. But this didn't resolve the issue with the tap. So, Mr L was informed that a replacement tap would be required.

Aviva offered Mr L a standard replacement tap. But he rejected this because it wasn't a free standing tap. He said the offer was unfair as it wasn't like for like. But Aviva informed Mr L that his policy didn't cover a replacement floor mounted tap and said, if he wanted to purchase a suitable replacement tap, it would instruct an engineer to attend his home and install it.

Mr L purchased a new tap and notified Aviva he'd procured a suitable replacement in May 2024. It instructed an engineer to install the replacement tap, which took place on 10 May 2024. Aviva said this resolved the issue Mr L had reported in March 2024.

By the time the new tap was installed, Mr L stated significant water damage had been caused to his property. He said this had been occurring since the issue he reported in October 2023 when Aviva initially attended his home. He asserted that, if Aviva had undertaken a proper repair in a timely manner at that time, his home wouldn't have

sustained the damage it did. And he complained about the delays he said he experienced in the progression of his claim.

Aviva investigated Mr L's concerns and partially upheld his complaint. It accepted there'd been several visits by engineers to try and repair the leaking bath tap. It recognised it had missed opportunities to inform Mr L sooner that a replacement tap in the style he wanted wouldn't be offered under the policy because it wasn't a standard tap. And it offered to compensate him £100 to recognise that shortfall in service. But Aviva disputed being responsible for the damage Mr L's property sustained. It said the issue he'd reported in March 2024 was unrelated to the issue it had assisted him with, and resolved, in October 2023. So, it didn't uphold that part of his complaint and said no error had been made.

Being dissatisfied with how Aviva had resolved his complaint, Mr L asked our service to investigate what had happened. Our investigator assessed this complaint and empathised with Mr L. But they didn't recommend upholding this complaint. They weren't persuaded Aviva had caused or contributed to the damage Mr L's property had sustained, instead believing the issue reported in March 2024 to be unrelated to what had happened in October 2023. Our investigator acknowledged there was poor service as had been recognised in Aviva's final response letter. But they thought the compensation offered was fair and reasonable and didn't direct Aviva to take any further action to resolve Mr L's complaint.

Aviva accepted our investigator's view of this complaint. But Mr L disagreed with it and asked an ombudsman to decide his 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.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here, I must base my decision on the balance of probabilities. I'd like to thank Mr L and Aviva for the level of detail contained within their submissions. I've read and considered all the information provided. If I haven't specifically referred to a point that Mr L or Aviva have made it isn't because I haven't considered it. My decision will focus on what I think are the key issues, which is an approach that reflects the informal nature of this service.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

I'm sorry to hear about the difficulties Mr L experienced here. I know he feels very strongly about this matter and I appreciate the reasons he brought his complaint to our service. While I sympathise with him, the issue that I must determine is whether Aviva made a mistake, or treated him unfairly, such that it needs to now put things right. And, having thought carefully about everything Mr L and Aviva have said, I've reached the same conclusions our investigator reached about this complaint. I appreciate Mr L will be disappointed by this outcome. But I hope he can understand the reasons why I'm not upholding his complaint.

As I explained in background to this complaint, Mr L held home emergency cover which is provided by Aviva. It's this policy of insurance under which he requested assistance in both October 2023 and March 2024 and this policy is therefore the subject of this complaint.

I'm aware that Mr L wants me to direct Aviva to pay for repairing the damage to his property which he says was caused by the fault he reported in October 2023 not being repaired in a timely manner. But the only way I can tell Aviva to cover the cost of repairs to Mr L's property is if there's evidence that shows that damage was caused as a result of an error by Aviva.

Mr L asserts that Aviva didn't repair his leaking basin tap in October 2023 but Aviva has provided evidence refuting this. The evidence I've seen from Aviva's engineer, and its business records, clearly show that the faulty basin tap was replaced in October 2023 and that, having tested the new tap, the engineer was satisfied the issue Mr L had reported with his basin tap had been resolved. The engineer's notes record the job has having been completed. I say this because the engineer recorded the following information about the work they undertook:

"Basin taps faulty. Tried to replace the revivers but different spindles. So, I replaced the taps and tested. Job complete".

There's no evidence from either Aviva or Mr L to demonstrate that the issue with the free-standing bath tap was reported in October 2023 or that a cartridge was required to resolve the fault affecting him at that time. And, as this was an issue affecting a different bathroom, I'm not persuaded it would be reasonable for the engineer to have been aware of it or to assess the floor mounted tap for a fault.

Aviva asserts that Mr L didn't contact it to report any further issues with the basin taps or damage to his property after the repair was effected in October 2023. But Mr L disputes this. He contends that he was in contact with Aviva following the engineer's visit in October 2023 about the leaking basin tap and to report damage to his property. In thinking about what's more likely than not here I've carefully assessed the available evidence from Mr L and Aviva.

The records I've seen from Aviva don't show any calls or contact from Mr L from October 2023 until March 2024 when a new fault was reported under the policy. I'm aware that Aviva has undertaken a full search of its telephone records using Mr L's phone number. And I've asked Aviva to check its business records for any emails that Mr L may have sent it during this period. It's confirmed that there's been no contact from Mr L either verbally or in writing and no new claims between this period.

I'm satisfied Aviva's made all the enquiries it reasonably can to establish whether there was any contact from Mr L. If Mr L's property was suffering damage between October 2023 and March 2024 because of a lack of, or poor, workmanship by Aviva, I'd have expected him to be in regular contact to report this. And I'm persuaded there'd be a record of any contact, complaints or new claims made by Mr L.

I know Mr L states he was chasing Aviva about the progress of his claim between this October 2023 and March 2024. But he's aware that Aviva asserts that no contact was made by him during that time. And he hasn't provided evidence of telephone calls or emails showing the contact he says he made prior to March 2024. So, I can't make a finding of fact that what Aviva says here is factually incorrect.

I recognise that Mr L puts the damage his property sustained down to a lack of, or poor, workmanship undertaken by Aviva's engineer in October 2023. But, based on the evidence I've seen, I'm persuaded that the issue reported in March 2024 was with a free-standing bath tap within a different bathroom. I understand this bathroom is in a different part of Mr L's house to the bathroom that suffered the leak five months previously. And Aviva's provided evidence to our service, which demonstrates the water damage Mr L reported is underneath the bathroom with the floor-mounted tap.

Mr L hasn't provided a cause of damage report from an independent contractor confirming that the water damage his property sustained was caused by the leaking tap he reported in October 2023. So, I haven't seen any evidence from him that contradicts what Aviva says about the likely cause of damage to his home.

I'm not seeking to undermine Mr L's concerns here. But, as there's no independent evidence to corroborate what he says about the cause of damage within his home, I haven't seen enough to make a finding in his favour here.

I'm sorry to disappoint Mr L but, on the available evidence, I'm not satisfied that the water damage his property sustained is related to the fault he initially reported. It's difficult to understand how the fault reported in October 2023 could have caused or contributed to the damage Mr L's property sustained as a result of an escape of water – particularly in the context of a new leak from a different tap within a different bathroom five months later. I'm not persuaded that a lack of, or poor, workmanship by Aviva in October 2023 caused the water damage Mr L reported within his home. And I'm satisfied the fault notified to Aviva in March 2024 is unrelated to the issue affecting the basin taps, which was remedied in October 2023. So, I'm not going to be able to uphold this part of Mr L's complaint.

I'll turn to Mr L's concerns that his free-standing bath tap wasn't replaced under his policy and address that issue next.

As I mentioned in the background to this complaint, Mr L was informed by Aviva that his policy didn't cover a like for like replacement of his floor mounted bath tap. He contends this is unfair. So, I've carefully considered the terms and conditions of his home emergency policy to assess whether Aviva treated Mr L unfairly in settling this part of his claim.

The policy wording outlines in clear and unambiguous terms how claims are settled. The terms explain that:

"Like for like replacement of parts. Our engineer can fit an alternative part supplied by you (so long as it complies with British Standards and regulations - for example, a switch or tap), however this part will not be guaranteed by us. Our engineer will not fit parts supplied by you where the claim relates to the gas supply, boiler or the central heating system".

I understand that Mr L was offered a standard bath tap by Aviva. As this wasn't a free-standing bath tap, he rejected it. I acknowledge the reasons why Mr L may have wanted Aviva to cover the cost of a like for like replacement. But, under the policy, I'm satisfied that Aviva was only obliged to provide a standard tap to replace the faulty bath tap. And, in informing Mr L that he'd have to source and fund the replacement of a non-standard tap himself, I'm persuaded it's acted in line with the policy terms here.

I'm pleased to see that Aviva offered to install a free-standing tap once procured by Mr L. This is in line with the policy terms. And I can see from the records provided by Aviva that Mr L contacted it in May 2024 to confirm he'd purchased a replacement tap. As I explained in the background to this complaint, the replacement floor mounted tap was fitted on 10 May 2024, which was just under 7 weeks after Mr L reported the fault with this tap. Aviva has provided evidence that this resolved the issue with the bath tap and Mr L hasn't presented any evidence to our service to refute this.

Aviva has acknowledged there was some delay in the repair of the floor mounted tap. It accepts there were difficulties in obtaining the cartridge and that there were several visits from engineers, which would have caused inconvenience to Mr L. And when it was determined that the cartridge hadn't remedied the fault with the tap, Aviva concedes that it should have been clearer to Mr L that the policy didn't offer a like for like replacement tap.

I'm pleased to see that Aviva upheld Mr L's complaint about delay and mismanagement of expectations. I mentioned in the background to this complaint that it offered to pay £100 in compensation to recognise the trouble and upset this all caused Mr L. It's clear he believes this is unfair and unreasonable. So, I've carefully assessed whether the amount of compensation Aviva offered to resolve Mr L's complaint reasonably reflects the delay he experienced and the mismanagement of his expectations.

We aren't here to punish businesses. And, when deciding what potential compensation to award, I must take two things into account: financial loss as a result of any business error and non-financial loss, including inconvenience and upset.

Mr L has told our investigator the compensation offered by Aviva doesn't cover the cost of repairing the damage his property suffered. But I'm not considering that in any award of compensation here because, as I've explained, the available evidence doesn't persuade me that the damage occurred because of a lack of, or poor, workmanship by Aviva in October 2023. And I haven't seen evidence from Mr L to demonstrate that the water damage within his home worsened because of the delays he experienced in the floor mounted bath tap being repaired. It follows that any compensation award will only take into account delay and mismanagement of expectations by Aviva insofar as this relates to the floor mounted bath tap. Mr L hasn't shared any evidence to show he incurred a financial loss in relation to this part of his complaint. So, I can't make a compensation award here that covers financial loss.

When considering awards for non-financial loss there isn't a set formula that we use to calculate awards for particular errors. It's my role to consider what impact the business' actions have had on the consumer and to decide, within guidelines set by our service, whether compensation would be appropriate in the circumstances.

It's clear that Mr L was caused trouble and upset as a result of what happened. He was inconvenienced having to wait 7 weeks for his tap to be repaired and was caused confusion because his expectations weren't properly managed. I don't doubt he'd have been frustrated by what happened. And I'm satisfied that an award of compensation is appropriate here.

However, having thought about all that happened, I'm persuaded that £100 compensation as already offered by Aviva to resolve this part of Mr L's complaint is fair and proportionate. It's in line with our approach in similar scenarios and it's what I'd have directed Aviva pay if no compensation had been offered. I'm not persuaded that a higher award is warranted here. So, I'm not intending to increase the compensation already offered. As this was rejected by Mr L, he should contact Aviva directly if he now wishes to accept this offer.

I appreciate that Mr L feels very strongly about the issues raised in this complaint and I've carefully considered everything he's said. But I'm not going to uphold this complaint for the reasons outlined. This now brings to an end what we, in trying to resolve Mr L's dispute with Aviva, can do for him. I'm sorry we can't help Mr L any further with this.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 20 February 2025.

Julie Mitchell
Ombudsman

