

The complaint

Ms Q has complained about damage she said Aviva Insurance Limited (Aviva) engineers caused when she made a home emergency claim.

What happened

Ms Q contacted Aviva to ask it to send an engineer to deal with leaking pipes and a radiator valve. Engineers visited over a few weeks to carry out assessments, repairs and leak detection. Ms Q later complained that the engineers had damaged two chairs and destroyed her bathroom floor. She said the engineers also didn't check the repair had been correctly carried out before they left, which caused a leak.

When Aviva replied to the complaint, it didn't uphold it. Aviva described the work its engineers had carried out and the issues identified while they were at Ms Q's property. It said its engineers hadn't caused damage to Ms Q's chairs or floor. It said it wouldn't refund any premiums because these were required to ensure cover was in place. It also wouldn't refund the excess payments that were payable each time a new claim was made.

Ms Q complained to this Service. Our Investigator didn't uphold the complaint. She said Aviva's engineers had found multiple leaks at the property but couldn't complete full repairs because Ms Q's plumber had turned off water supply switches and locked them. A new cylinder was also needed, but this wasn't covered by the policy. There also wasn't evidence to show the engineers had damaged the floor or the chairs. Ms Q had successfully claimed on her policy and there wasn't reason to ask Aviva to refund the premiums or excess she had paid.

As Ms Q didn't agree, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

When Ms Q complained to Aviva, she said its engineers had visited her property on 29 and 30 January and on 5 February. She said that, during those visits, the engineers damaged two chairs and destroyed her bathroom floor. Aviva investigated the complaint, including contacting the engineers. It didn't find evidence that indicated its engineers caused this damage. I've also looked at that evidence.

The engineers explained the work they carried out on those dates and that they hadn't done anything to the chairs or the bathroom floor. I also looked at photos taken by the engineers. Ms Q said no-one had been in the room with the chairs for a few months before the engineers' visits and so thought they must be responsible for the damage. She said she thought the engineers likely caused the damage with sharp tools. However, it's my understanding Ms Q didn't see them cause any damage. I'm also mindful that Ms Q reported

the damage about three months after the engineers' visits. The engineers said they hadn't moved or used the chairs. Having looked at all the evidence, I think it was fair for Aviva to decide its engineers hadn't damaged the chairs.

When Ms Q replied to our investigator's view on the complaint, she said the damage had happened on a different date, 16 February. Another engineer visit took place that day, but I note it wasn't one of the dates on which Ms Q said the damage happened when she first made her complaint. However, I'm aware Aviva commented on what happened on that date when it replied to Ms Q's complaint. Aviva identified what work had been carried out by its engineers and didn't find any issues to suggest they had damaged the bathroom floor. I'm aware Ms Q provided Aviva with photos of some damaged vinyl flooring. Aviva said it needed a photo of the whole bathroom floor to see this in context. I've not seen evidence Ms Q provided this before Aviva replied to the complaint. But, I'm satisfied Aviva still looked into whether the floor had been damaged by its engineers. I think it was fair for Aviva to decide, based on the information and evidence available to it, there wasn't evidence to show its engineers had caused damage.

Ms Q also said the engineers turned on the water supply before they left without checking the repairs had been correctly carried out. She said water leaked from the first floor to the ground floor. While it was investigating the complaint, Aviva asked Ms Q to provide a report and invoice from her own engineer to show what work had been carried out to deal with the leak, along with photos. When Aviva responded to the complaint, Ms Q had only provided some photos. Aviva said it had given Ms Q a considerable amount of time to provide the evidence. It also said Ms Q had only reported the damage about three months after she said it happened. It didn't uphold this part of the complaint.

I think this was fair in the circumstances. I'm aware Ms Q said Aviva should have provided more information in its emails to her, including response dates, and using read receipts to ensure she received the emails. I can't require a business to use read receipts. Aviva was also sending its messages to the correct email address. So, I think it was reasonable for it to think they had been received. I've also read the emails and Aviva provided dates by which it asked Ms Q to provide her evidence. I think Aviva showed it took Ms Q's complaint seriously and gave her an opportunity to provide evidence to support what she said happened. I think it was fair for Aviva to decide it didn't have evidence to show its engineers had caused damage to her property.

Ms Q also wanted Aviva to refund her premiums, along with the excesses she had paid for the claims. For the policy to be in place, Ms Q needed to pay the premiums. Her policy also required her to pay an excess for each claim. When the engineers visited, they carried out repairs at the property. It's my understanding that Aviva couldn't carry out the repairs in full because Ms Q's own plumber had turned off the water supply switches and needed to return to deal with this. But from what I've seen, the engineers carried out the work they were able to do during each visit. Ms Q's cylinder also needed to be replaced. However, the policy said it didn't cover cylinder replacements. Overall, I think Aviva fairly dealt with the claims and didn't need to refund the premiums or excesses Ms Q paid.

As a result, I don't uphold this complaint or require Aviva to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms Q to accept or reject my decision before 17 February 2025.

Louise O'Sullivan
Ombudsman