

The complaint

Mr A complains about Aviva Insurance Limited (“Aviva”) for delays in identifying the cause of a leak at his home. He wants Aviva to increase its offer of compensation to reflect the increased damage caused to his home by the delay in identifying the leak.

What happened

Mr A insured his home with a third-party. He also held home emergency cover with Aviva.

In November 2023, Mr A contacted Aviva as he noticed water on his bathroom floor. Aviva attended his home and diagnosed the source of the water as a leaking bidet. Aviva isolated the bidet and thought that this resolved the issue.

It did not resolve the issue and Mr A continued to notice water on the bathroom floor over the following weeks.

He called Aviva out on three further occasions in January 2024, and March 2024. During this time, water began to track down through the floor and wall below and caused damage.

On each of these occasions the engineer from Aviva wrongly identified the cause of the water as condensation and advised Mr A to keep windows open.

The water continued and, in March 2024, Aviva finally identified that there was a slow leak coming from the toilet. Repairs were then carried out and the leak was stopped.

Mr A had to claim for damage to his home on his home insurance. He had to pay an excess of £350.

Mr A complained to Aviva. He felt that the engineers had failed to identify the cause of the leak and the delay had meant that damage to his home was more extensive than it otherwise would have been.

Aviva responded to the complaint and accepted that the service to Mr A was inadequate. It offered to reimburse Mr A for his insurance excess, and a further £750 compensation. Aviva later advised that it had offered Mr A a total of £1350 in compensation for this matter.

Mr A was not happy and contacted us. He felt that Aviva’s mistakes had meant that more extensive work was needed and that this caused him more disruption.

Our investigator looked into this matter and did not recommend that the complaint be upheld. They considered that it was likely that an insurance claim would have been required in any event and that Aviva’s offer was reasonable and in line with awards we would make.

Mr A has not accepted that view and asked for an ombudsman 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.

There has been some discussion in this matter as to whether the bidet which was isolated in November 2023 was the cause of any leak, or whether Aviva's assessment of it was a misdiagnosis.

I think on the balance of probabilities, that the leak from the toilet, which was misdiagnosed on several occasions, was most likely operating at the time of the November 2023, when Mr A noticed the water on the bathroom floor. It appears to have been a slow leak which took a long time to cause damage, but which equally took a long time to become substantial enough for the cause of it to be identified.

I have therefore based my assessment on Mr A's account of the visits, and I accept that the leak was ongoing for around 4 months, when it ought to have been identified and repaired in November 2023.

I do, however, also agree with my colleague's view that an insurance claim would likely have been needed in any event. The leak appears to have been slow, and small, but constant, and this type of leak often causes more damage to flooring and joists than more substantial leaks. It may have been that if the leak was fixed in November 2023 the damage at that time was very minor, but I cannot be sure that this is the case.

Aviva has compensated Mr A for the financial effect of the insurance excess and for his distress and inconvenience. The offer that Aviva has made is not unreasonable for a complaint about delay and I am satisfied that it is in line with other awards we would make for delays of similar periods and for exacerbating the repairs that were needed.

I have noted Mr A's comments about the level of inconvenience he suffered, and that this affected his health. I appreciate that, and I do agree that the delay made matters worse, but I also think that some inconvenience is inherent with a slow leak having existed for any period of time, and of an insurance claim needing to be made.

Overall, I appreciate that Mr A has suffered significant distress and inconvenience, but I am satisfied that the offer from Aviva is reasonable to reflect that distress and inconvenience.

I therefore do not ask Aviva to do anything more.

I realise that this will be disappointing to Mr A, and I hope he is able to move on from this disruptive period.

My final decision

For the reasons set out above, I do not uphold Mr A's complaint and do not ask Aviva Insurance Limited to do anything else.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 11 April 2025.

Laura Garvin-Smith
Ombudsman