

The complaint

Mr T has complained about the way Aviva Insurance Limited handled a claim under his home emergency insurance policy.

References in this decision to Aviva include its agents.

What happened

Mr T bought a home emergency policy underwritten by Aviva for a flat he lets out. The policy covered the needs of landlords in the event of a problem at their tenanted property with plumbing and drainage.

On 1 August 2023 Mr T contacted Aviva to report a water leak in the bathroom of the insured property. He said there was water coming up from under the tiles and a wet patch on the carpet in the bedroom.

Aviva sent an engineer to the property. The engineer said he couldn't find a leak but it could be coming from the underfloor heating which wasn't covered by the policy.

A few days later Mr T contacted Aviva again and said there was still a leak at the property. Aviva sent another engineer on 14 August. Mr T said at that point there was one inch of water around the toilet area. That engineer reported that the seal around the shower screen was leaking and after removing the bath panel, found the floor was damp underneath the bath. Mr T disputes that the floor under the bath was damp. He also said the engineer didn't check the area behind the toilet.

On 1 September 2023 Mr T complained to Aviva about the way the engineers had behaved on their visits. Aviva paid him £150 compensation for that.

Mr T said the leak continued after the second engineer's visit but he didn't contact Aviva again as he didn't think it would send anyone. The managing agent's plumber fixed the problem in October 2023. A leak had been caused by the mains pipe behind the toilet being disconnected.

In February 2024 Mr T told Aviva about that leak. He said there had been water damage to carpets in his flat. There had also been extensive water damage to two other flats in the same building. He wanted Aviva to reimburse him for the cost of the repairs.

Aviva didn't agree. It said according to Mr T the damage had already been present when its engineers visited. It thought that indicated that it wasn't responsible for the damage. It also said it hadn't seen any evidence that the leak had been caused by the mains pipe behind the toilet.

Mr T brought his complaint to this service. Our Investigator didn't uphold it. He didn't think Aviva had treated Mr T unreasonably. As Mr T didn't agree, the matter has been 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.

Firstly I've looked at whether Aviva's engineers failed to diagnose the cause of the leak in the bathroom. The report from the second engineer's visit on 14 August 2023 says as follows:

"Attended site and customer got a leak in the bathroom. I sprayed the shower head on the shower screen and can see it leaking down which he needs to fit a new screen on. I also had to remove the bath panel which got the customer to sign a disclaimer. Removed the bath panel and so wet underneath. I run the bath and no leak on the waste or feed pipe. I sprayed the shower on the tiles and you can see it leaking down badly. Advised customer the shower screen and tiles need changing."

I fully accept Mr T's evidence that there was a leak in the toilet pipe. What I don't think he has shown is that this leak was more likely than not present at the time Aviva's engineers visited in August 2023. I have listened to the call Mr T made to Aviva on 1 September 2023 when he complained about the behaviour of its engineers. In this call he agreed that *"a little bit of water"* was running down the wall from the shower and getting onto the floor. Mr T also accepted that the tiling was letting in water. There is no suggestion in this conversation almost two weeks after the second engineer's visit that the leak was ongoing or that the second engineer's diagnosis was incorrect. So I'm not persuaded that Aviva's engineers failed to diagnose the leaking toilet pipe. I think it's more likely that this was a new fault that developed after the engineers' visits and before 5 October 2023 when the freeholder's handyman fixed the problem.

As I'm not persuaded that Aviva's engineers failed to diagnose the leaking toilet pipe, it follows that I see no reason why Aviva should be responsible for the damage claimed for. In addition the policy doesn't cover the cost of any work not authorised by Aviva in advance. That's because Aviva should have the opportunity to assess the damage before the repairs began.

Lastly even if I were to accept that the leak had been missed by Aviva's engineers, it appears that the damage had already happened by the time of the engineers' visits. That's because according to Aviva's claim notes, when Mr T first contacted it on 1 August 2023, he said there was a small wet patch in the bedroom carpet which might be linked to the leak in the bathroom. In an email dated 23 February 2024 to Aviva Mr T said that the water damage to the carpets in his living room and bedroom was shown to both of Aviva's engineers when they visited in August 2023. He said the leaking water ran down to the flats below his. This indicates to me that at least some of the damage was already present.

In conclusion I don't think it was unreasonable of Aviva to refuse to accept responsibility for the damage.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 25 April 2025.

Elizabeth Grant
Ombudsman