

## The complaint

Mr H is unhappy with the service provided by Aviva Insurance Limited (Aviva) when dealing with a claim under his home emergency insurance policy.

Aviva is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. Aviva has accepted that it is accountable for the actions of third parties instructed by it. In my decision, any reference to Aviva includes the actions of any third party instructed by Aviva during the course of Mr H's claim

## What happened

Mr H took out a home emergency policy underwritten by Aviva. The policy terms for home emergency cover included the following definition:

### **Creating access**

*Upon arrival at your property, the engineer will locate the source of the problem. If direct access is not available, for instance if there are floor tiles or floorboards in the way, the engineer will need to create access. If you want our engineer to do this, you will be asked to confirm it while the engineer is at your property. Unless stated in the 'What is Covered?' sub-sections of the Policy Coverage section, this policy does not provide you with cover for any damage which may be caused to the property, its contents, fixtures, fittings, floorings or sanitary ware (unless such damage is as a result of our engineer's negligence). If you do not want our engineer to create access, we will be unable to progress your claim until you have arranged for access to be made.*

In April 2024 Mr H called Aviva to advise of a dripping tap in his bathroom. Aviva's engineer attended, and it was recorded *'drip from bath tap inserts ¾ and taps in middle on brick wall bath panel not removable without removing vanity bath would need taking out to change taps had ¾ inseryd [sic] that fit original heads snd [sic] stop dripped but lifts head up 5mm see pics...'*

Mr H contacted Aviva the same day and said *'Not a complaint as such but i couldn't see another way to raise this. I had my bathroom tap valves replaced today by yourselves and now the whole tap itself is loose and moves freely.'*

Aviva arranged for another engineer to attend. It was recorded that *'bath taps noming [sic] after we inerted [sic] inerts [sic] into a bath that backs onto a wall, customer wants the bath taken out and taps fixed...it's a lot of work and wil ll [sic] need approving. i have ran a small bead of silicone along the back of taps to stop them moving for now...'*

Mr H was unhappy with the quality of repairs completed, as the tap remained loose after the silicone had been applied. Mr H complained to Aviva about the tap becoming loose as a result of the repair completed by the first engineer. Aviva apologised for two engineers having to attend to Mr H's home emergency and paid Mr H £100 in recognition of its service and the impact on Mr H.

Aviva also arranged for another engineer to attend. The engineer's notes show Mr H was informed that for the tap to be replaced, the vanity unit would need to be moved, and there was also a risk of damage to the tiles. Mr H was advised he could arrange for access to be made so that the tap could be replaced. Mr H wasn't happy with Aviva's response and complained a second time. In response to Mr H's second complaint Aviva said it had acted in line with the terms and conditions in explaining next steps, and didn't offer to do anything more in settlement of Mr H's complaint.

Unhappy with Aviva's response, Mr H referred his complaint to the Financial Ombudsman service for investigation. The Investigator thought Aviva had acted reasonably, and didn't recommend it take any action in settlement of Mr H's complaint. Mr H didn't accept the Investigator's findings. As the complaint couldn't be resolved, it has been passed to me for 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.

I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. So I've considered the evidence to determine whether Aviva has acted fairly and reasonably when considering Mr H's claim. Having done so, I consider it has. I'll explain why.

Mr H's initial reason for claiming on his policy was a dripping tap in the bathroom. It's not disputed that following the first engineer's visit, Mr H's issue with the dripping tap in the bathroom was fixed. So the policy provided protection for the risk that it was intended to cover.

Mr H feels strongly that during the initial repair, the engineer caused additional damage which resulted in the bathroom tap becoming loose. I've carefully considered Mr H's comments. I recognise Mr H's strength in feeling about what happened.

I think it's reasonable to say that the first engineer acknowledged that one of the repair options included the option to remove and replace the taps. However it was noted that the '*bath panel [was] not removable without removing [the] vanity...*' I accept that there isn't anything to suggest that Mr H was told about other options at the time, such as Mr H creating access himself for the taps to be properly repaired, by being removed and replaced.

But I'm satisfied this poor service is acknowledged by Aviva in the £100 compensation offered later in the claim. I think this compensation recognises Aviva's communication was poor at the time, but also that it wouldn't have made any material difference to the claim. I say this because Mr H was later informed about the option to create access himself for a repair to be completed, but this option was declined by Mr H.

I recognise the initial engineer's work meant that the tap didn't sit in exactly the same way that it did before. But for this issue to be resolved, the tap would've needed to be removed and replaced instead. The engineer recognised that this would likely result in damage to other parts of Mr H's bathroom.

The policy terms clearly state a policyholder would need to agree to access to be made before any repair could be carried out. And that Aviva wouldn't be responsible for any damage caused in creating access. The policy is clear in setting out what would be covered. So I can't say Aviva's actions on the claim have been unreasonable.

Mr H was told he could arrange for access to be made himself, so that Aviva's engineer could complete the repair needed. I appreciate this isn't an option Mr H wanted to go ahead with. But as Aviva has acted in line with the policy terms in explaining the terms of cover and options available, I won't be asking Aviva to do anything in settlement of Mr H's complaint.

### **My final decision**

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 27 May 2025.

Neeta Karelia  
**Ombudsman**