

The complaint

Mr B has complained about how Aviva Insurance Limited (Aviva) dealt with a claim under his home emergency policy.

What happened

Mr B contacted Aviva to send an engineer to deal with a leak. An engineer visited and left without finding a leak. A few months later, Mr B was still concerned there was a leak. Another engineer visited and located a leak behind the toilet, which was repaired.

A few months later, Mr B remained concerned that there was a leak. A series of engineers visited to investigate. After several visits, a leak to the shower waste was found and repaired.

Mr B complained. He said Aviva should have found the source of the leak much sooner. He said Aviva was therefore responsible for some of the damage caused and should pay some of the repair costs. When Aviva replied, it said it shouldn't have taken so many visits to find and repair the leak. However, it didn't accept that it needed to contribute towards the damage repair costs. It offered £100 compensation for the inconvenience of the additional appointments.

When Mr B complained to this Service, our Investigator said Aviva had acted fairly when it dealt with the complaint. He said the policy explained there wasn't cover for damage caused when creating access. Based on the claims history, the engineers had also followed a reasonable and logical approach to locate the leak. He hadn't found evidence damage was caused through engineers' negligence. He said the £100 compensation Aviva offered was reasonable for the multiple visits.

As Mr B disagreed, 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 think what Aviva has already offered to resolve this complaint is fair. I will explain why.

I've looked at what the policy said about damage. This included:

"Creating access

When our engineer arrives at your property, they will locate the source of the problem. If direct access is not available, they will need to create access. If you want them to proceed on this basis you will need to confirm this while they're at the property. Unless stated in the 'What is covered?' 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 don't want us to create access, we will be unable to progress your claim until you have arranged for access to be made."

So, the policy explained it might be necessary for it to create access and didn't provide cover for damage to the property, unless it was the result of its engineers' negligence.

It's my understanding that when Mr B first reported the issues, there were signs of damp to the living room wall. When Aviva visited, no leak was found. Mr B was advised to contact Aviva again if the damage got worse, which he did a few months later. Looking at the photos from the engineer's visit, there was already visible damage to the wall.

A few months later, Mr B found further damage and asked Aviva to send another engineer. The engineer found a leak behind tiles in the bathroom. The leak was repaired a few days later. I've looked at the photos and saw that tiles had been removed in the bathroom and there was also visible damage to the living room wall. Where an engineer has found a leak and repaired it, I wouldn't generally expect them to keep looking for a further leak unless there was clear reason to do so. I haven't seen anything to indicate the engineer had reason to think there was a further leak at the property.

A while later, Mr B again reported there was a leak. A series of engineers visited to try and find the source of the leak. Looking at the reports and photos, during those visits more tiles were removed in the bathroom and a hole was made in the floor to try and find the leak. When the leak was located, it was found to be an issue with the shower waste.

From what I can see, the engineers for the third report of a leak followed a clear and logical process to locate it. The living room wall ran alongside the bathroom. So, a lot of the investigation focussed on the bathroom. An engineer found signs of water seeping through sealant and so investigations focussed on that area to find the source of the leak. The visits notes also indicate the engineers took steps to do things like minimise the number of tiles removed when trying to locate the leak.

Based on what I've seen, at the first engineer's visit there was already damage to the living room wall, which would require repair anyway. So, I think some of the damage was pre-existing. Following the first visit, there was then a gap of a few months before Mr B asked for a second engineer to visit. A leak was then found and repaired. There was then a further gap until Mr B again asked for a visit. I'm aware Mr B said the damage to the wall got worse over the period from when the first engineer visited to the issue with the shower waste being found. However, each time Mr B became concerned there was a leak and asked for an engineer to visit, Aviva arranged this and where leaks were found these were repaired. Damage caused by engineers during the visits was the result of them creating access to find the source of the leaks. So, having thought about this, I'm not persuaded Aviva needs to pay anything towards the damage, whether under the terms and conditions of the policy or because an engineer was negligent.

Aviva accepted that it shouldn't have taken as many engineer visits to find the source of the leak. I think the £100 compensation it offered was reasonable in the circumstances to recognise the impact on Mr B.

It's my understanding that Aviva hasn't paid the compensation, so I think it should now do so. I don't require Aviva to do anything else in relation to this complaint.

My final decision

Aviva Insurance Limited has already made an offer to pay £100 compensation to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Aviva Insurance Limited should pay £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 5 August 2025.

Louise O'Sullivan
Ombudsman