

## **The complaint**

Mr A complains about the quality of repair work undertaken and the service provided by Aviva Insurance Limited after he experienced an escape of water.

## **What happened**

Mr A held a policy, which covered his gas central heating system for breakdown and repairs. This policy is underwritten by Aviva.

On 28 November 2024 Mr A contacted Aviva to report an escape of water from a boiler pipe. He told Aviva this was a very slow drip. Aviva appointed a plumber to attend Mr A's property to assess and repair the leak.

Aviva said the plumber who visited Mr A's property identified that water was escaping from a copper elbow boiler pipe. They removed the leaking copper pipe and replaced it with a plastic push fitting. It said the plumber tested the pipework and boiler prior to leaving Mr A's home and confirmed the repair had resolved the issue causing the escape of water.

Mr A stated the engineer behaved unprofessionally during their visit to his home. And he stated the engineer caused water damage to his kitchen as a result of an escape of water during the repair. He also had concerns that copper piping had been replaced with plastic parts. He thought the replacement part was inferior in terms of its quality and lifespan. And he said, after the plumber left his property, he undertook internet research which indicated that the plastic pipe should be sited further away from the boiler. He said the box the pipe had been packaged in confirmed the same.

Mr A was concerned the work undertaken by Aviva's appointed plumber had damaged his property and left his boiler in a dangerous state, compromising the safety of him and his family. He asked Aviva to dispatch another contractor to inspect the repair that had been undertaken and confirm that his boiler was safe to use.

Aviva instructed another plumber to visit Mr A's home and inspect the repair the previous plumber had undertaken. This plumber informed Mr A and Aviva that the repair had been completed successfully and safely. They confirmed that, while using a plastic push fitting didn't look as aesthetically pleasing as the copper pipe, it was in line with regulations.

Mr A remained unhappy and wanted Aviva to instruct a gas engineer to inspect the repair. But Aviva declined to instruct a further contractor to attend Mr A's property because, by this time, he'd cancelled his policy.

Mr A complained to Aviva about what had happened. His complaint referred to his concerns about the way in which the initial contractor had behaved. He told Aviva he wanted the water damage to his kitchen area resolved and he wanted the repair to be further inspected.

On 8 January 2025, Aviva issued its final response to Mr A's complaint. It upheld his concerns about the behaviour of the initial contractor and apologised for that. But it didn't uphold the other aspects of Mr A's complaint. Aviva explained that the fault reported by Mr A

had been resolved during the plumber's first visit. And it explained that its policy didn't require it to provide replacement parts on a like for like basis. It also stated there was no evidence the contractor had caused water damage as a result of their visit.

Being dissatisfied with how Aviva proposed to resolve his complaint, Mr A referred it to our service. Our investigator assessed the available evidence and empathised with Mr A. But they didn't recommend upholding his complaint. They were satisfied Aviva had dealt with Mr A fairly and reasonably in upholding his complaint about the behaviour of the initial plumber and apologising for that. But they weren't persuaded that the repair undertaken had been inappropriate or unsafe. They also weren't satisfied Aviva's contractors had caused water damage to Mr A's property. So, they therefore didn't recommend Aviva take any further action to resolve this complaint.

Aviva accepted the view of our investigator but Mr A didn't and requested an ombudsman's decision. I've therefore been asked to determine the fairest way of resolving what happened.

### **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.

My role is to decide the crux of the complaint and ensure that I respond to the main issues. Where I haven't commented on a specific complaint point raised by Mr A or Aviva it's not because I've failed to consider it, but because I don't think I need to comment on it to reach what I think is the right outcome for the complaint as a whole.

The crux of this complaint is whether Aviva made a mistake, or treated Mr A unfairly, such that it needs to now put things right. I'll explain why I'm not persuaded it has.

I'm aware that Mr A has informed our investigator, in response to their view on the current complaint, that he's been experiencing problems with his boiler pressure since the repair Aviva undertook. He attributes this to the work Aviva's contractor undertook on his boiler pipe. But Aviva disputes this issue would be caused by work undertaken on the boiler.

I understand that Mr A's concerns about boiler pressure are a new issue, which he hasn't yet complained to Aviva about. It's entitled to have up to eight weeks to investigate a complaint about this issue once brought to it by Mr A. I can see our investigator's explained this to Mr A and I'd encourage him to pursue any ongoing concerns with Aviva directly. I know that Mr A's aware that this final decision won't address the new concerns he's shared with us about his boiler pressure.

The first part of Mr A's complaint is about the behaviour of the initial plumber within his home. So, I'll focus on that issue first.

Mr A told our investigator and Aviva that the initial plumber that attended his property was lazy and behaved unprofessionally. He said they made comments about taking the copper pipe they'd removed home for resale purposes and says they didn't remain at his home for the length required for the repair.

Here, I can see that Aviva has accepted what Mr A said about the way in which the initial plumber behaved. It's apologised for what happened, which is what I'd have asked it to do had that not occurred. I'm not persuaded what happened warrants an award of compensation and I'm satisfied an apology is appropriate. I say this because, as this

decision will go on to comment on, there's no evidence that the plumber undertook a poor quality, partial or unsafe repair.

I'll turn now to Mr A's concerns about the quality of the repair that was undertaken by the first appointed contractor that Aviva dispatched to his address.

It's not in dispute that Aviva's appointed contractor identified a problem with the copper pipe that was external to Mr A's boiler and observed that this was leaking. It's also accepted that the affected pipe was removed and replaced with a plastic push fitting.

Mr A appears to believe that the plastic pipe used to undertake the repair is inferior in quality to the copper pipe it replaced. He asserts that its lifespan will be significantly less than the copper pipe it replaced. But there's no evidence to corroborate that concern and I acknowledge the evidence Aviva provided from another plumber who inspected the repair that was undertaken, which doesn't raise any concerns about the choice of material used.

I'm satisfied the second plumber confirmed that the workmanship undertaken was satisfactory in that the repair had resolved the problem that Mr A had reported to Aviva. There's no evidence that the escape of water continued following the repair.

Mr A shared concerns that the repair was unsafe because a plastic part was used, which he asserts was sited too close to the boiler. Here, the plumber that inspected the repair work undertaken confirmed that it had been safely completed in accordance with relevant regulations and there was no danger arising from the location of the part to the boiler.

Mr A said he checked on the internet to see how far the plastic part should be located from the boiler, which he says was confirmed on the packaging for the part itself. But he hasn't provided evidence from a qualified contractor to contradict the evidence of Aviva's appointed second plumber that the repair was undertaken safely.

I understand that Mr A is unhappy that plastic was used instead of copper to undertake the repair. But that doesn't render the repair unsafe or the part inferior in quality. The plumber inspecting the repair confirmed that the plastic part was appropriate – albeit they accepted that this part was not as aesthetically pleasing as copper. It follows that I'm not persuaded that Aviva's initial plumber left Mr A's home in a dangerous condition as a result of the repair undertaken.

At this point I'd also like to acknowledge that Aviva promptly acted on Mr A's concerns about the safety and quality of the repair undertaken by its contractor. I say this because it promptly instructed another plumber to attend his property and was able to provide reassurance about both parts of Mr A's concerns within a reasonable timeframe.

Mr A appears to be unhappy that Aviva instructed plumbers and not gas engineers to visit his home. But the evidence Aviva has presented to our service satisfies me that, because work related to an escape of water and was external to the boiler itself, a plumber was a suitably qualified contractor to appoint here. I'm not persuaded there were grounds for Aviva to instruct a gas engineer to either undertake or inspect the repair as Mr A wanted.

Mr A contends that the replacement pipe should have been on a like for like basis. However, the policy terms clearly outline that *"where we replace parts, these will be [our] approved standard alternatives. They will not necessarily be identical, the same make and model or same type of fitting"*.

In using a plastic rather than copper replacement pipe, I'm satisfied that Aviva hasn't departed from its obligations under the policy or acted outside of the policy terms. It's clear that Aviva wasn't obligated to replace parts on a like by like basis.

I'll turn to the final part of Mr A's complaint, which relates to his concerns that the initial plumber caused water damage to his kitchen during the repair undertaken. Mr A hasn't provided any photographs showing the damage in question or how it occurred. I've had sight of a photograph showing the repair. But there's no water damage shown on that picture.

Mr A told our investigator that he didn't photograph the damage during the leak because he was attempting to soak up all the water. However, he also said the escape of water caused damage to his kitchen, particularly a kitchen cupboard. But I haven't seen any photographs showing this damage, which could have been taken by Mr A following the repair work being completed.

Overall, there isn't any available evidence corroborating the damage Mr A alleged despite Aviva and our service requesting evidence of the same. I'm sure he can appreciate that, without evidence from him to show that water damage was caused or contributed to by the work undertaken by Aviva, I can't be satisfied on the balance of probabilities that damage occurred as a result of an error made by its contractor. It follows that I'm not persuaded Aviva's decision to decline this part of Mr A's complaint was unreasonable or unfair.

For the reasons outlined, I'm satisfied Aviva acted fairly and reasonably here. It follows that I won't be asking it to take any further action to resolve this complaint. This now brings to an end what we, in trying to resolve Mr A's dispute with Aviva, can do for him. I'm sorry we can't help Mr A any further with this.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 29 July 2025.

Julie Mitchell  
**Ombudsman**