

The complaint

Mrs B complains Aviva Insurance Limited (Aviva) failed to carry out appropriate repairs following a claim she made under her drainage and plumbing insurance policy.

Mrs B is being represented in this complaint by a relative, but as Mrs B is the policyholder, and for ease, I've referred to her throughout.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Mrs B has held a plumbing and drainage policy with Aviva for a number of years. In 2021 Mrs B was experiencing dripping from her kitchen tap and so she made a claim under her policy. Aviva arranged for an engineer to attend and repairs were carried out. In April 2022 Mrs B noticed a leak from her kitchen sink and so made another claim under her policy. An engineer attended and carried out repairs.

Mrs B raised a complaint with Aviva. She said Aviva had failed to carry out appropriate repairs in 2021 and this had resulted in damage to her kitchen units.

On 12 May 2022 Aviva issued Mrs B with a final response to her complaint. It said the repairs carried out in 2021 and 2022 were unrelated, and so it didn't agree the damages were caused as a result of its engineer's workmanship.

In February 2025 Mrs B raised a further complaint with Aviva. She said Aviva had replaced the kitchen tap, but the actual issue was with the water pipe under the sink. She said Aviva's failure to identify this had resulted in damage to her kitchen which Aviva should repair.

On 6 March 2025 Aviva issued Mrs B with a final response to her complaint. It said an engineer had visited her property in May 2024 in relation to an issue with her outdoor tap. The engineer was told about a leak from the kitchen tap, but made Mrs B aware she would need to submit this as a new claim. It said Mrs B had then raised a claim in relation to a blocked kitchen sink, but withdrew this before an engineer attended. It said it had no evidence of damage being caused by its engineer. Mrs B referred her complaint to this Service.

Our investigator looked into things. She said she thought this Service were unable to consider Mrs B's complaint which Aviva responded to in its final response of 12 May 2022 because it had been brought too late. She said she hadn't seen any evidence Aviva had attended Mrs B's property in relation to her kitchen sink since May 2022, and so she didn't think Aviva needed to take any action in relation to Mrs B's complaint.

Mrs B didn't agree with our investigator. She said Aviva hadn't carried out the repairs properly and this had caused the damage in her kitchen.

As Mrs B didn't agree with our investigator, the complaint has been passed to me to decide.

What I can consider

Before I'm able to decide the merits of Mrs B's complaint, I've looked at whether we can consider all of the complaint points Mrs B has brought to this Service.

This Service only has the power to consider certain complaints. The Dispute Resolution (DISP) rules set out what complaints this Service is able to consider. The rules set out, amongst other things, the time limits in which a complaint must be brought to this Service. The rules say this Service can't look at a complaint if it's been brought more than six months after the date the business sent its final response letter. This is unless the business agrees for this Service to look at the complaint, or there are exceptional reasons the complaint wasn't brought in time.

Mrs B raised a complaint with Aviva about the damage to her kitchen units and Aviva issued Mrs B with a final response on 12 May 2022. Mrs B first referred her complaint to this Service in March 2025, which is more than six months after the final response was sent. The complaint was therefore referred to this Service out of time. Aviva has said it doesn't consent for this Service to consider the complaint. And Mrs B hasn't said there were any exceptional circumstances which meant she was unable to bring the complaint to this Service in time.

So, I'm satisfied this Service is unable to consider Mrs B's complaint which Aviva responded to in its final response of 12 May 2022 as Mrs B brought it too late.

Mrs B did raise a further complaint with Aviva and it issued Mrs B with a final response on 6 March 2025. I'm satisfied Mrs B has brought this complaint in time and so this is a complaint this Service is able to consider.

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.

Mrs B has said Aviva failed to identify the issue with her kitchen sink which meant it continued to leak and has caused damage to her kitchen units. I think it's clear from Mrs B's submissions that she believes Aviva failed to identify the issue with her kitchen sink when it attended in 2021, which as I've explained, this Service is unable to consider. However, for completeness, I've considered the events which have occurred since Aviva's final response of 12 May 2022 until it's final response of 6 March 2025.

I can see Aviva arranged for an engineer to visit Mrs B's property in May 2024 to review a faulty tap. The notes and photographs from the engineer show that they carried out repairs to an outside tap. And whilst Mrs B told the engineer about a leak from the kitchen sink, the engineer told Mrs B this would need to be raised as a new claim. So, I'm satisfied the engineer didn't carry out any repairs to the kitchen sink during this visit.

There were no other visits or repairs carried out by Aviva during this period. And so, I'm satisfied between May 2022 and March 2025, Aviva didn't review or carry out any repairs to Mrs B's kitchen sink. Therefore, I don't think it's responsible for the leak in Mrs B's kitchen, nor the subsequent damage which has been caused by this leak.

I know this will be disappointing for Mrs B, but for the reasons I've explained, I don't require Aviva to take any further action in relation to her complaint.

My final decision

For the reasons I've set out above, I don't uphold Mrs B's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 7 November 2025.

Andrew Clarke
Ombudsman