

The complaint

Mr and Mrs H complain about Aviva Insurance Limited's handling of a claim under a home insurance policy.

Mr and Mrs H are joint policyholders. But most of the communication regarding the claim and complaint has been from Mr H. So I'll refer mainly to Mr H in my decision.

What happened

Mr H had a home insurance policy with Aviva. In April 2025, he noticed a leak from his ensuite shower, and in May 2025, he made a claim with Aviva, under the trace and access cover, to source the leak. Aviva told Mr H he'd need to arrange the works himself, and it would consider cover.

After Mr H complained, Aviva issued a complaint response in June 2025. It said it had now arranged a supplier to carry out the trace and access work, in order to understand the cause, so it would consider what was covered.

In response to this, Mr H asked Aviva if he'd be liable to pay for the trace and access work. Despite chasing this, Mr H said he didn't receive a reply from Aviva.

Mr H referred his complaint to the Financial Ombudsman Service. He said he'd not had contact from Aviva since its complaint response. He was unhappy he claimed under trace and access cover but was told to arrange the works himself. This left him without use of his ensuite shower.

Since then, Mr H said he paid third-parties to carry out repair works. And he carried out some of the works himself.

The Investigator upheld the complaint. They said Aviva acted unfairly in giving Mr H mixed messages, and in first insisting he'd need to arrange the trace and access works himself. They recommended Aviva progress the trace and access claim and pay Mr H £250 compensation for the distress and inconvenience caused.

Aviva accepted, but Mr H didn't agree. He wanted further compensation for the impact of Aviva's actions, in lieu of Aviva providing trace and access cover. He said he'd suffered financial losses, including the cost of repairs and losing out on the ability to claim under excess protection cover he had at the time.

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.

Mr H has provided a lot of information in support of his complaint. I assure Mr H that I've taken everything he's provided into account. But in this decision I've focused on what I think are the key issues in this complaint. No discourtesy is intended by this, but it simply reflects the informal nature of the way that the Financial Ombudsman Service reviews complaints.

I should first set out that the Financial Ombudsman Service is a dispute resolution service, not the regulator of the insurance industry. So it's not our role to fine and punish a business. Our role is to look at whether a business has acted fairly in the circumstances of the complaint and decide what it needs to do where it hasn't.

Why I think Aviva acted unfairly

Mr H's policy includes (amongst other things) cover for the following:

- *"loss of or damage...caused by... Water escaping from or freezing in water tanks, pipes, plumbed-in home appliances (such as washing machines and dishwashers), fixed equipment or fixed heating system."*
- *"If your home has been damaged by a water leak, we'll pay reasonable costs to remove any part of the internal structure of the home needed to find the source of the leak. We'll also make good after the leak's been fixed".*

I've listened to the calls between Mr H and Aviva. And I'm satisfied when he first made the claim in May 2025, he made it clear he wanted to claim under the trace and access cover. Despite this, Aviva referenced a £500 policy excess, without making it clear this would apply to any EOW claim (whereas a trace and access claim would be subject to a £100 excess). And despite agreeing to review and get back to Mr H, I can't see Aviva did this.

In later conversations in May 2025, Aviva told Mr H it would need to establish the cause to validate cover, but I can't see that this approach would fairly apply to Mr H's trace and access claim, as he hadn't said he wanted to claim for damage caused by EOW.

And in June 2025, despite being aware of Mr H's vulnerability due to age, health, and the inability to pay costs upfront himself, Aviva still refused to arrange trace and access works for Mr H. Although under the terms, Aviva has discretion on how it chooses to settle claims, I don't consider it applied this fairly in the circumstances of Mr H's claim. And in the circumstances, I consider it acted unfairly in initially insisting Mr H arrange the works himself.

I understand Aviva recognises the above, as it agreed to arrange the trace and access work in its complaint response. But I'm conscious Aviva didn't arrange this work, and I can't see it responded to Mr H's contact following this. And I consider it acted unfairly here too.

What is a fair outcome?

Mr H said he proceeded to pay for and carry out repairs himself. He provided evidence of payments made in around October 2025. But I can't see from the information Mr H provided, sufficiently detailed evidence of the full completed works. I've reviewed what Mr H provided, and there are no breakdowns of the works carried out, so it's not clear exactly what works were completed, and what aspects of those works could be attributed to trace and access.

It should be noted that under trace and access cover, Aviva wouldn't have been required to cover full or complete repairs and redecoration, relating to the damage caused by the leak. Cover would only be to make good damage caused to source the leak. And Aviva wouldn't be responsible for repairing the leak itself under that cover.

Mr H provided costs totalling around £1,665. I consider this is substantially in excess of the likely costs associated with tracing and accessing a leak in the circumstances (including making good), based on the information I've reviewed.

I consider it likely that some of the costs and works Mr H wants Aviva to pay for, include works to repair damage caused by the leak and repair of identified leaks. This is in line with

what Mr H said when he first made the claim, in that the leak did cause water damage to the kitchen ceiling. Mr H has also said he's not certain of the cause of the leak, or if it has been fixed. And in these circumstances, I think it's fair for Aviva to first have the chance to establish and review the cause of damage, to see if this is covered under the policy, or whether cover is limited only to trace and access.

Because it's not clear if repairs of the water damage would've been covered, I can't say Mr H wouldn't have incurred the costs and effort associated with those repair works. So with this in mind, and for the reasons outlined above, I won't direct Aviva to pay Mr H the costs he's claimed for.

Aviva has said in the event it needs to consider damage caused by the leak, under EOW cover, it would make sure only the total £500 excess would apply, so Mr H wouldn't be made to pay the £100 trace and access excess on top – I think this is fair in the circumstances.

Overall, for the reasons outlined above, I think a fair outcome is for Aviva to progress the trace and access claim, in order to review the damage and works, to establish the reasonable trace and access costs Mr H incurred, and whether further trace and access works are necessary. Aviva should arrange any associated works or inspections. In doing so, Aviva can review whether there is cover for the damage caused by the leak, under other relevant sections of cover. In progressing the claim, I'd expect Aviva to review the reasonable costs Mr H has incurred to date, in order to establish what costs are covered under the policy overall.

Excess protection

Mr H provided evidence of a separate excess protection policy he said would've applied to the claim with Aviva. He's said now this has expired, he's lost out on the ability to benefit from this, up to £250.

I've reviewed the information Mr H provided, and I can't see it's clear what the exact dates of cover were, and therefore what policy this cover applied to. In any case, the terms Mr H provided suggest time limits only apply from the date an excess is paid, or deducted from any settlement – I can't see either has happened yet under Mr H's claim with Aviva. I've not seen sufficient evidence to show Mr H would be unable to make an excess protection claim, where the relevant home insurance claim was made during the period of cover.

Mr H said he had a claim declined, but I've not seen evidence of this. And given that he hasn't yet paid an excess for a claim with Aviva under his home insurance policy, I can't see he'd have been in a position to make an excess protection claim. I consider he'd only be able to do so if he agrees to allow Aviva to progress the claim, and it applies the relevant excess following this.

Overall, I'm not satisfied Mr H has lost out on being able to claim and benefit from his excess protection cover, as a result of the delays Aviva is responsible for. So I won't direct Aviva to take responsibility for this.

Fair compensation

I've outlined above why I consider Aviva acted unfairly. I think it's actions would've caused Mr H avoidable confusion. And I accept its actions would've caused Mr H avoidable distress and inconvenience. As outlined above, it's not clear that all the works and costs Mr H referenced would've been covered – so I can't say Mr H wouldn't otherwise have had to pay for or carry out some of these works anyway. And I understand Mr H had other wash facilities in the home, albeit not as convenient as the ensuite. I also acknowledge the impact

on the use and enjoyment of his kitchen.

Overall, taking everything I've reviewed into account, I agree with the Investigator that £250 compensation is fair and reasonable in the circumstances. So this is what I will direct Aviva to pay.

My final decision

My final decision is that I uphold this complaint. I require Aviva Insurance Limited to:

- Subject to my comments above, and subject to Mr H's agreement and co-operation, progress Mr H's claim under trace and access cover.
- Pay Mr H £250 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs H to accept or reject my decision before 6 May 2026.

Monjur Alam
Ombudsman