

The complaint

Miss D and Mr O complain Aviva Insurance Limited didn't treat them fairly when they claimed under their home emergency insurance policy.

Mr O has brought the complaint so for ease of reading I will refer to him throughout this decision. References to Aviva include its agents.

What happened

On 7 October 2022 Mr O claimed on his home emergency insurance policy with Aviva for a leak under his kitchen sink. He told Aviva he couldn't turn off the water and so couldn't stop the leak. The claim was logged the same afternoon. An engineer attended on 9 October 2022, and the leak was stopped. Aviva accepts it didn't handle the claim as quickly as it should have. The crux of this complaint is that Mr O says the delay in stopping the leak led to his underfloor heating system being damaged. He wants Aviva to pay for it to be replaced.

On 12 October 2022 an engineer reported the following:

"I checked the electric [underfloor heating] system for damage and irregular operation after the area has been flooded. The system is still operational, but it has been severely affected around the area where the leak originated. The heat output has been reduced dramatically in that section. The thermal imaging result is attached for reference."

Aviva sought input from an industry specialist. The advice was that the system should be left off to allow the floor to fully dry, and then it should work fine. Following the involvement of our Service on a separate complaint it was agreed all parties would revisit the matter after several months had passed to see if the system was working as it should.

On 20 April 2023 an engineer reported the following:

"Carried out a resistance test on circuit for under floor heating – recorded 12.5 ohms. Liaised with [industry specialist] while on site...Carried out test on circuits while on call with [industry specialist] to discuss findings."

Power in – power out thermostat found to be working as it should be. [industry specialist] advisor suggested there must be something underneath the floor that is damaged, potentially by water from previous leak at the property."

Aviva attended Mr O's property and did its own tests. It too liaised with the industry specialist. Ultimately it said it thought the problem with the underfloor heating system was that it had been installed incorrectly, rather than because of the escape of water.

The Investigator recommended the complaint should be upheld. She said Aviva should arrange for the underfloor heating system to be fixed or pay Mr O a cash settlement sufficient for him to do it himself. She also said Aviva should cover associated costs and pay some additional compensation. By early August 2023 both parties had accepted this

recommendation.

Mr O and Aviva were unable to agree on how to implement the recommendation. Broadly, Mr O wanted a cash settlement, but Aviva was concerned with the amounts he asked for, which I understand came to about £40,000, including an alternative accommodation payment. Aviva wanted to arrange and/or pay for the fix, and arrange the alternative accommodation, itself. Ultimately an agreement couldn't be reached and so it was necessary for our Service to consider the complaint further. The complaint was passed to me to make a formal determination.

I issued a provisional decision. I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

While an agreement between the parties was reached, that agreement has not been followed through. To decide what – if anything – Aviva should do to resolve this complaint I find I must review the entire matter afresh. Having done so, while I find the complaint has some merit, I don't intend to uphold it in the way the Investigator recommended. I'll explain why.

This claim relates to a home emergency policy. This type of policy is to provide a rapid response to an emergency in the home, such as a leak, as is the case here. The policy responds by stopping the leak, not by remedying the damage caused by the leak. But, if Aviva's actions led to avoidable damage, it could be responsible for putting things right.

Mr O's leak was substantial, and he couldn't stop it. There was therefore always going to be water escaping onto the floor. Aviva should have attended sooner than it did – by the end of 7 October 2023, or early on 8 October 2023, in my view. But had it done so, there still would have been water escaping from near the sink, where the reported issue with the underfloor heating system is, for a significant amount of time.

I haven't been presented with any compelling evidence to persuade me it was Aviva's delay, rather than the leak itself, which led to the underfloor heating system being saturated near the sink. While I accept additional water escaping is unlikely to have helped, it seems to me once the underfloor heating system was saturated, further water is unlikely to have made a material difference. I'm therefore not satisfied Aviva is either wholly or predominantly responsible for the damage to Mr O underfloor heating system.

In any case, the underfloor heating system covers the downstairs of Mr O's property and acts as an alternative to central heating. It works as it should, except in one area near the sink where Mr O says he doesn't think it gets as warm as it used to/does in other areas. If I were to conclude Aviva's delay is responsible for the damage to the underfloor heating system, I wouldn't find full replacement costing tens of thousands of pounds a fair and proportionate response. Instead, I would be considering compensation reflective of the impact the issue has had/will have. Said impact is minor, so said compensation would also be minor.

Mr O raised some other issues regarding Aviva's delay in responding to the leak, such as damage to parts of the ground floor and the sink. A report showed Mr O's claims for damage to parts of the ground floor had no merit, and that issue seems to have fallen away. Aviva accepted responsibility for the damage to the sink and has since paid for it to be put right, so there is no need for me to consider that issue

further. Mr O paid for two reports on the condition of the underfloor heating system, which Aviva has reimbursed him for. There are no further claims of damage or financial loss for me to consider.

Aviva didn't handle the claim as quickly as it should have, and it did mess Mr O around. Initially it failed to treat the claim as an emergency, then it sent the wrong kind of engineer, then the leak was stopped but the home was left without access to water. Then there were some further issues, and Mr O was understandably frustrated his sink was damaged. Compensation is appropriate here. Aviva paid him £570 compensation in December 2022 and a further £150 compensation in August 2023. I'm satisfied this is enough to compensate Mr O fairly and reasonably for the distress and inconvenience he was caused, *and* for the impact the issue with the underfloor heating system has had/will have, *if* Aviva is indeed responsible for it.

My provisional decision

I don't intend to require Aviva Insurance Limited to do anything more to resolve this complaint."

Mr O responded to my provisional decision to explain his disappointment. He said, broadly, that Aviva is responsible for extensive damage to his property through negligence and it is understandable he didn't want Aviva to undertake the repairs.

Aviva didn't provide any further evidence or arguments for me 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.

Having done so, my final decision is that I don't require Aviva to do anything more to resolve this complaint, for the reasons set out in my provisional decision.

My final decision

I don't require Aviva Insurance Limited to do anything more to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D and Mr O to accept or reject my decision before 6 February 2024.

James Langford
Ombudsman