

The complaint

Mrs J complained Aviva Insurance Limited (“Aviva”) were delayed in diagnosing and fixing a leak in her loft. She said the delay led to further damage in her home. She says her home insurance provider will only partly cover the cost of the repairs. Aviva were providing home emergency cover.

What happened

Mrs J said it took her four days to get through to Aviva to raise a claim as the phone lines were so busy. She had a water leak and wanted Aviva to stop it. Aviva sent an engineer who couldn’t specifically identify the leak, but he thought it was possibly coming from a hole in the roof. Aviva said repairs to the roof aren’t covered by the policy.

Around 9 days later Mrs J contacted Aviva again for a burst pipe in the loft. Mrs J didn’t have an engineer visit during the day, so called again about 10 hours later. She informed Aviva she’d been capturing buckets of water from the leak. Aviva sent an engineer the following day.

The engineer said Mrs J had commissioned her own plumber as she couldn’t get assistance from Aviva. Mrs J’s plumber had turned off the water but had snapped the ECV handle – Mrs J had this repaired by her water supplier. Aviva’s engineer couldn’t detect the leak whilst the water was switched off, so another engineer returned the following day.

The engineer said there were multiple issues in the loft – which he fixed and then tested to make sure there weren’t any problems.

Mrs J reported another “*uncontrollable leak*” 8 days later – as Mrs J was unavailable an engineer attended the following day. The engineer said a new boiler that had been fitted was causing the issues, so he isolated the leak in order that it could be fixed permanently.

Mrs J feels that Aviva’s delays led to the extensive damage to her property. Her insurer has only said it would cover part of the damage, so Mrs J wants Aviva to pay the remainder. Aviva offered Mrs J £160 compensation, which they’ve since increased to £350 in acknowledgement that its service fell below an acceptable standard.

Our investigator decided not to uphold the complaint. He thought the evidence provided by Aviva showed its delays were unlikely to have led to additional damage and he thought the £350 compensation was fair for the distress and inconvenience caused by the service issues. Mrs J disagreed, so the complaint has been referred to an ombudsman.

My previous provisional decision

I last made a provisional decision on this complaint on 23 November 2023 and provided further communication to the parties involved on 4 December 2023. I’ve summarised where I had got to in my reasoning to this point.

Aviva were providing home emergency cover only, so it wouldn’t normally be liable to repair

any damage caused by the emergency. This would normally be covered by separate home property insurance (buildings and contents). However, if Aviva were negligent in its response to the emergency and the negligence caused additional damage, I'd expect it to put this right.

There had been problems diagnosing the leak, which led to Aviva offering £350 in compensation – this seemed fair for the distress and inconvenience caused by the multiple visits.

I'd narrowed down the timeline to when the main damage was caused to Mrs J's house to 17th December. In my previous provisional decision, I made a mistake as I didn't think Mrs J had contacted Aviva until a few days after the incident. However, Mrs J has clarified that she did try and contact Aviva at the time. She has provided evidence to support this. I'd like to apologise to Mrs J for this error.

Aviva have also acknowledged it did answer one call on the 18th December, and it received some other calls but Mrs J disconnected the call before the call went through to an agent. Presumably, due to the length of time she was on hold. Aviva have offered to pay an additional £500 compensation for the frustration and inconvenience this caused Mrs J at the time and for not investigating this thoroughly when reviewing the complaint.

I said to Mrs J on 4 December 2023,

"Your insurer confirmed that the insurance cover you had in place wouldn't cover you for the circumstances of your claim. So, I won't be able to uphold your complaint.

The independent surveyor who inspected the property reported that the tanks within the property have been incorrectly installed which were a contributing factor to the damage that has occurred in addition to the burst pipe.

As per the terms and conditions, a repair would not have been covered as the boiler has not been installed in accordance with BS6891, with no lagging on components in a central heating system exposed to temperature extremities.

The policy excludes cover for General Exclusions, which is set out on p16 of your policy. The following are excluded from cover and therefore the Underwriter has said he wouldn't be liable for any of the following:

e) systems/equipment/appliances that have not been installed, serviced or maintained regularly according to British Standards and/or manufacturer's instructions; or that are subject to a manufacturer's recall.

The damage to the property was initially caused by the burst pipe in the loft. The leak occurred due to the pipe defrosting rather than a misdiagnosis. The overflowing of the tanks was not related to this leak and in line with the terms and conditions no repair would be carried out under the policy. If the tanks had been installed correctly they would not have leaked causing additional damage to the property. As with the burst pipe the insurer isn't responsible for the damage".

Responses to my provisional decision

Mrs J rejected my provisional decision, she said *"this is incorrect. The tanks have been there for many years and the ball cock was renewed to stop overflow. It was the burst pipe that*

caused the damage nothing else and [it] still should have minimised the damage. All systems were in working order. Only the boiler didn't switch off when it should on the timer. This is not fair my policy covers this leak or very least attendance to stop the flood I have been unjustly treated here as my policy covers this".

Following my provisional decision on 23 November 2023, Aviva acknowledged it should increase its compensation by £500 for how it failed to acknowledge the calls Mrs J had made and the inconvenience it caused her 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.

I've reviewed the evidence provided by Aviva and the subsequent explanations it has provided to substantiate its view. Aviva's surveyor has always said it didn't think Mrs J's contractor had correctly installed the heating system. I did have some doubts originally about the level of detail provided by the surveyor, but Aviva have since provided further commentary to clarify this.

Whilst, I appreciate Mrs J has said her system was correctly installed, I've seen no expert evidence to support this. I think it's more likely the cold weather at the time caused the unprotected pipe to freeze and subsequently burst. So, I think Aviva have been fair to say this wasn't covered by the policy for the reasons it set out.

I think any claim for damage from the pipe could be claimed from Mrs J's home insurance provider, which is what she has done. I haven't seen that Aviva have caused additional damage. I think the original leak would've caused a lot of damage anyway and as Aviva weren't liable to cover the emergency, I can't see how it can be liable for additional damage caused (if there was any).

I think Aviva's offer to increase the level of compensation by £500 (to £850 in total) is a reasonable one. I think the way it failed to answer calls has led to further distress.

I have informed Mrs J that I don't intend to uphold her complaint in relation to Aviva causing more damage to her property. Aviva has accepted paying the additional compensation therefore, I will issue a final decision upholding the complaint to recognise the additional compensation.

My final decision

My final decision is that I uphold this complaint, I require Aviva Insurance Limited to pay Mrs J £500 additional compensation (£850 in total) for the distress and inconvenience it has caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 5 February 2024.

Pete Averill
Ombudsman