

## **The complaint**

Mrs K complains that Aviva Insurance Limited provided a poor standard of service when she made a claim under her policy about a leaking taps.

## **What happened**

Mrs K held an insurance policy with Aviva to cover home emergency repairs.

On 21 November 2022 Mrs K reported an issue with her bath and basin taps, and Aviva's engineer attended and replaced them.

Mrs K then complained to Aviva that the engineer had damaged her bath panel when doing the work, and later also complained that he had scratched her sink.

Aviva responded to the complaint and agreed to replace the bath panel and the sink but there were some delays and this wasn't completed until February - Aviva accept this.

Mrs K then further complained that the replacement sink was small and didn't hold much water.

The engineer returned to assess it and reported back to Aviva that the new pedestal is bigger than the previous one, and sits at a very slight angle, causing it to leave a small pool of water in the basin when it was emptied. The only way to resolve this would be to re tile the bathroom floor. Aviva were not willing to do this but offered Mrs K £515 compensation for the customer service failings and the ongoing impairment to her sink.

Mrs K was unhappy with this and so she brought her complaint to us.

One of our investigators has looked into Mrs K's complaint. He thought that Aviva's offer was fair.

Mrs K disagreed with our investigators view and so the case has come to me to review.

## **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 thought about whether Aviva have properly fulfilled their obligations under the terms of the policy, and whether the service they provided was in line with what we would expect – and if it wasn't, what is appropriate to put things right for Mrs K.

I can see that Aviva have accepted responsibility for the damage caused to the sink and bath during the original repair. This damage occurred because they had some difficulty removing the old taps which had seized and had to be cut away.

Initially, after Aviva accepted the complaint and agreed to replace the bath panel and taps, Mrs K was unhappy with the replacements offered, but later agreed that provided they were of the same quality she would accept them. This confusion over parts led to repeat visits by the contractors, and some delay in getting the issue resolved – so the replacement basin wasn't fitted until February.

Unfortunately, as the previous basin pedestal was smaller, the tiles went around the pedestal, but the new pedestal sat on top of the tiles, which made it a fraction higher and put it at a slight angle. This caused a small amount of water to pool in the basin when it was emptied. I understand that Aviva's engineers have subsequently packed the base, and the sink was draining normally on their visit of 15 March, although I appreciate it's not an exact match for what was there before.

I can understand why Mrs K feels unhappy about this, as her bathroom isn't quite the same as previously. However, I am satisfied that Aviva have met their duty under the terms of the policy to replace the taps, and they have also made good the damage that was caused but their engineer in completing that job. I don't think it's reasonable for them to replace the tiles, as the bathroom is fully functional.

I appreciate that there has been some delay in dealing with this, and that there was some inconvenience as a result of the damage caused by the first engineer. However, I can see that Aviva have done the right thing in replacing the items damaged, and I think that the £515 they have offered is fair and reasonable to recognise the inconvenience caused by delays, and the residual issue with the sink.

### **Putting things right**

In order to put things right I think that Aviva should pay Mrs K the £515 they have offered for the distress and inconvenience caused.

### **My final decision**

My final decision is that I am upholding Mrs K's complaint and directing Aviva Insurance Limited to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 22 November 2023.

Joanne Ward  
**Ombudsman**