

## **The complaint**

Mrs H complains about Aviva Insurance Limited's (Aviva) service, following a claim under her home emergency policy.

## **What happened**

Mrs H held a policy with Aviva, she contacted them as she could hear gushing water. It sent an engineer to investigate further. He couldn't locate a leak and wrote a report indicating this. Mrs H felt that the engineer wasn't very helpful and didn't alleviate her concerns.

Mrs H said that as she could here gushing water again, she contacted Aviva. She was concerned that there might've been a sink hole developing. It sent a further engineer who checked the drains and found nothing leaking.

A short while later, Mrs H contacted Aviva again as the issue she said hadn't been resolved. It appears there were a few appointments that were missed but eventually another engineer did attend. That engineer also couldn't find a leak nor could he find any blockages in the drains.

Mrs H complained to Aviva as the issue hadn't been resolved, as well as the missed appointments and poor service she said she received. In its final response, Aviva said that it had complied with Mrs H's policy terms and conditions by sending engineers to investigate the issue. But as none of the engineers found either a leak or a blockage, there was nothing further it could do regarding this. But it did accept that there was some poor service issues during the claims process. And for this it offered and paid, £150 compensation for the trouble and upset this caused.

Mrs H was given her referral rights and as she remained unhappy with the outcome, she referred a complaint to our service. One of our investigators considered the complaint and thought it shouldn't be upheld. She said that Aviva had explored all of Mrs H's concerns as per the policy terms and conditions. She also said that the compensation that Aviva awarded for the distress and inconvenience caused, due to the poor service issues, was in line with our services guidelines on compensation. So, there was nothing further she could reasonably ask Aviva to do.

Aviva accepted the view, Mrs H did not. She said that after eight months Aviva hadn't resolved the issue with the leak at her property. She said that her patio had shifted, and this had been confirmed by each of the engineers who attended. She also said that the compensation awarded and paid had no bearing on the emergency callout, but on the cancellations that occurred. So, she asked for a decision from an ombudsman.

## **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, I won't uphold this complaint, for much the same reasons as our investigator. I understand that this might be a disappointment to Mrs H, but I hope my findings go some way in explaining why I've reached this decision.

I've considered both parties comments, terms and conditions of the policy and the evidence both parties have provided. I think the main issue of this complaint is whether Aviva complied with the policy terms and conditions, in dealing with Mrs H's home emergency.

Mrs H said that she could hear the sound of gushing water. She believed that a sink hole was developing and contacted Aviva. The policy she held with Aviva provided the following cover:

*'Leaking pipes within your home • Blocked drains • Let us help to keep life worry-free with • Plumbing and Drainage Plus • Blockages to sinks and toilets • Leaks and blockages to your water supply pipe • Dripping or seized taps'.*

So, I think the cover Mrs H held was for Aviva to assist in incidents that caused blockages or leaks (among other things). Where a policyholder finds this in their home, Aviva will deploy an engineer to investigate further and resolve the issue.

Aviva, as far as I can see, sent three engineers to investigate the issue that Mrs H reported. I have been provided with the engineer's reports. And they state as follows:

*'29th December 2022: Service engineer Clive deployed, customer got up at 3am to get glass of water and said he heard a rushing of water noise. Checked shared supply, no noise on supply.'*

*8th February 2023: Attended site for leak. Checked drains and nothing leaking.*

*23rd February 2023: Attended site to investigate blocked drains. No signs of blockages on inspection. All amenities are free flowing. Customer has experienced noises of water gushing at night.'*

From this evidence, I can't see that either engineer found a leak or a blockage. I should mention that Mrs H also didn't report seeing evidence of a leak or blockage. I haven't been provided with enough evidence from Mrs H which contradicts Aviva's engineers reports.

And as the engineers are considered by our service as experts in their field, I can't agree that Aviva was unreasonable to rely upon the expert opinion of the engineers, who found that there was no leak or blockage that required fixing.

Accordingly, I think that Aviva acted fairly and in line with Mrs H's policy terms and conditions. I find that it sent engineers to investigate the issue, as it was required under the policy. And as no leak or blockage was found, I don't think it was unreasonable for Aviva to rely on the engineer's conclusions.

Aviva has accepted that there were incidents of poor service during the claims process. These, Mrs H said related to missed appointments and the behaviour of the first engineer. I must say that any home emergency is going to involve a homeowner in some inconvenience including, almost inevitably, taking time off work for an engineer to come in and put things right. However, I do agree that Aviva could've handled things better.

I understand that Mrs H would like a higher amount of compensation awarded for the trouble and upset caused. Our service has strict guidelines on awards of compensation. And whilst I accept there were incidents of poor service, having reviewed our guidelines, I'm satisfied

that its error caused Mrs H more than the levels of frustration and annoyance you might reasonably expect, and the impact was more than just minimal. Consequently, I'm satisfied that the amount of compensation paid by Aviva is in line with our service's guidance on compensation awards. So, I won't be asking it to increase this further.

I acknowledge Mrs H's strength of feeling about this complaint and the reason why she referred it to our service. I understand that my findings are likely to be a disappointment to Mrs H. But, in the overall circumstances of this complaint, I haven't seen enough evidence to show that Aviva acted unfairly. I'm therefore not going to tell it to do anything further here.

### **My final decision**

For the reasons given, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 30 November 2023.

Ayisha Savage  
**Ombudsman**