

The complaint

Ms T complains about Aviva Insurance Limited's (Aviva) handling of her claim, under her home emergency policy.

What happened

Ms T contacted Aviva to make a claim due to blocked toilets and sinks in her home. It sent an engineer who said that due to an incorrect installation of a waste pipe, the sanitaryware continually blocked. The engineer also said that the toilets and sinks were clear, but advised Ms T to carry out works, to correct the poor installation and prevent further blockages.

A few weeks later, Ms T contacted Aviva again, as the drain had blocked. It sent an engineer who cleared the blockage. A week later, Ms T contacted Aviva as the blockage had returned. The engineer advised that a specialist machine was required. A further visit was arranged, and the pipe was unblocked.

Ms T contacted Aviva around a week later and said that the blockage had returned. Aviva failed to attend and when it did, its engineer reported that he managed to clear all the blockages but advised that a section of the pipe would need to be replaced and an all-day appointment was required.

A few weeks later, Ms T contacted Aviva to advise that the blockages had returned. Although two further appointments were made and re-arranged, it did send an engineer and, on that occasion, he replaced a section of pipe, tested the drains, toilets, and sink, removed the scale, leaving the system clear.

Ms T raised a complaint with Aviva given the way in which it had handled her claim. She felt that out of the six appointments it had made, three of which were cancelled at short notice, and this caused her a great deal of inconvenience.

In its final response, it accepted that the missed appointments were inconvenient to Ms T and offered compensation of £75. It said that it had warned Ms T that the blockages would continue until she got the pipe correctly installed (which wasn't covered under the policy). But it said that it would still attend any future blockages.

Ms T was given her referral rights. And as she remained unhappy with the resolution (as she wanted £100 compensation), she referred a complaint to our service.

One of our investigators considered the complaint and thought it shouldn't be upheld. He said that Aviva accepted that there were three failed appointments. It offered compensation of £75, which was within our services guidelines on compensation awards. So, he was unable to increase the level of compensation further.

Aviva accepted the view, Ms T did not. She said our investigator hadn't answered queries that she wanted answered in his view. These were:

- First failed appointment (where the engineer was ill) was still an inconvenience to Ms T and this (along with the other issues) should result in a higher amount of compensation.
- Why did Aviva book an appointment over a bank holiday weekend, when it should've known that staff numbers would be limited?
- Why didn't Aviva do all it could to ensure it had obtained the correct parts? As this was another reason it gave for one of the failed appointments.

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. I understand that this might be a disappointment to Ms T, but I hope my findings go some way in explaining why I've reached this decision.

I've carefully considered all the evidence, comments, including the report from Ms T, as well as the policy terms and conditions.

Ms T has raised a number of issues as outlined above. As an informal dispute resolution service, we investigate complaints and provide decisions, on the evidence, with the minimal of formality. As such, it's not necessary to address each and every issue raised, but to address the main issue(s) of a complaint.

From the evidence, it seems that the main issue of the complaint, relates to the short notice given, of the cancellation of the appointments.

The first appointment that was cancelled at short notice should've taken place on 26 February 2023. Aviva notified Ms T that the engineer, who was due to attend, had become ill and the appointment would need to be re-arranged. Ms T accepts that this was unfortunate. Aviva said that it notified Ms T at 11.47 am, about the ill health of the engineer. The engineer had attended work but was taken ill.

I asked Aviva why it was unable to send an alternative engineer, it said that there was no capacity for it to do so, as they were fully booked. I think Aviva was fair to have notified Ms T as soon as it was able to. I accept it was unfortunate, as illness can't be foreseen.

I've also looked at the policy terms and conditions, to see what both parties agreed to and in particular the obligations on Aviva when arranging appointments. The policy states:

'When your claim requires us to visit your property, we will attend within a reasonable timescale. If something beyond our control makes that impossible to keep to – we'll let you know as soon as possible and give you another time when we can visit.'

I'm satisfied that Aviva complied with the policy terms and conditions as this event was beyond its control. And I'm satisfied that it let Ms T know as soon as possible, that the appointment would be cancelled.

I've next looked at the appointment scheduled for 4 April 2023. Ms T said she was contacted by Aviva the day before, as the appointment had to be rescheduled. Aviva said this was because the part that it had expected to collect from its supplier was not available.

Ms T said that she had to rearrange her day in order to accommodate the engineer, just for the appointment to be cancelled. I understand this would've been frustrating, but I can see that Aviva contacted Ms T, fairly early on (4pm the preceding day) to notify her of the cancellation. And whilst this wasn't ideal, I do think it notified her early enough, in an attempt to prevent any inconvenience. Also, it did comply with the above policy term and offered an alternative appointment, for a few days later.

The final cancelled appointment was scheduled for 8 April 2023. Ms T said she received a text at around 7.14 am that she should expect an engineer between 8 am – 1 pm. But at 10.15 am Aviva cancelled the appointment.

I asked Aviva the reason for this cancellation. It said that its engineer had attended its supplier for the part, but the part wasn't available.

I can see that Aviva notified Ms T as soon as practicable, and I think in line with the policy term. I appreciate the frustration that this cancellation would've caused Ms T, especially as this was the second time that the part was unavailable. But the availability of parts from a third-party supplier, isn't something that Aviva is wholly responsible for. So, I don't think it's reasonable to blame Aviva for this, as it was something beyond its control.

Ms T did experience three cancelled appointments. However, I don't agree that they were avoidable. I must say that any home emergency is going to involve a homeowner in some inconvenience including, almost inevitably, making arrangements to accommodate an engineer to come in and put things right.

It's fair to say, that Aviva accepted the poor service issues. It offered Ms T compensation for the trouble and upset caused of £75. I'm aware that Ms T believes that this amount ought to be increased.

Our service has strict guidelines on awards of compensation. And whilst I accept there were incidents of poor service, having reviewed our guidelines, I think that its error caused Ms T 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 Ms T'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 Ms T. 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 Ms T to accept or reject my decision before 1 January 2024.

Ayisha Savage
Ombudsman