

## **The complaint**

Ms R has complained about how Aviva Insurance Limited (Aviva) dealt with a claim under a home emergency policy.

## **What happened**

Ms R contacted Aviva to send an engineer. An engineer visited the next day and repaired an issue, but said Ms R would need to log a new claim for some other items. Ms R did this and Aviva arranged a further visit a week later. At the visit, an engineer only offered a temporary repair, which Ms R wasn't happy with as a solution. Aviva sent another engineer a few weeks later to carry out a permanent repair.

Ms R complained about Aviva's service. When Aviva replied it accepted there had been issues with how it had dealt with the claims. It said there had been an issue with its automated system when Ms R first logged a claim and an engineer also shouldn't have only offered a temporary repair. It also accepted that an agent had been condescending during a phone call. It said it would provide feedback to an agent and offered £80 compensation.

When Ms R complained to this service, our investigator didn't uphold the complaint. They said Aviva had fairly responded to Ms R's complaint and that the compensation offered for Ms R taking annual leave was fair in the circumstances.

As Ms R didn't agree, the complaint was referred to me.

## **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 don't require Aviva to do anything further in response to this complaint. I will explain why.

When Aviva responded to Ms R's complaint, it accepted that its service could have been better. Ms R has said she should be paid for her time dealing with Aviva. So, I've thought about what happened and whether Aviva should have offered anything further.

Ms R has provided four dates for which she said she took annual leave. I've also looked at the terms and conditions and these said a visit would take place within a "*reasonable timescale*". The first date was the date on which the first engineer visited. So, this was a day when Ms R would have needed to be available for the engineer's visit. The second date was a week later and included an item Aviva had missed when it logged the original claim. However, from what I can see, the second visit also included additional items that hadn't originally been raised. So, I think if Ms R wanted all the issues to be dealt with, a second visit would have always needed to be arranged.

I'm aware Ms R was also concerned that Aviva said more than one engineer needed to visit on the second day to deal with all the issues. There were three separate issues logged.

Although I can understand that it would cause Ms R inconvenience to have more than one engineer visit in a day, I don't think I can fairly say it was wrong for Aviva to do this. I also can't tell a business how it should operate, including how it should allocate engineers. However, when Aviva responded to the complaint, it said it would provide feedback to the relevant team, which I think was fair in the circumstances.

Aviva agreed that an engineer shouldn't have offered a temporary repair. Another engineer then had to visit to carry out a permanent repair, which was the third day Ms R was concerned she had to take off work. I think this visit would have been unnecessary if the engineer had offered an appropriate repair at the previous visit. I will return to this when I look at what Aviva offered in response to the complaint.

For the fourth day Ms R wanted to be paid for, this was after the date on which Aviva issued its response to the complaint. So, it is beyond the timeframe that is covered by this complaint. As a result, I am unable to comment on this or to take it into account in my decision.

So, I think the only day Aviva needed to consider compensation for was the third visit. In response to Ms R's complaint, Aviva offered £80 compensation for the inconvenience caused to her. Ms R has said she should be paid at her hourly rate for a whole day's annual leave. It isn't the normal approach of this service to say a business should pay for someone taking annual leave. Instead, we would normally say it was reasonable for a business to provide compensation based on the inconvenience caused. I haven't seen any reason to change from that approach in response to this complaint.

I'm aware Ms R has also pointed to some wording in Aviva's complaint response. This invited Ms R to provide evidence of financial loss, which it said it would assess for further compensation. I think it was reasonable that Aviva offered to look at further evidence. Aviva said it would assess it, but I didn't see a commitment to it paying any further money.

Looking at the £80 compensation Aviva offered, I think this fairly reflected the inconvenience caused to Ms R for the way the claim was handled. I also think it was fair that Aviva said it would feed back to the relevant teams about the engineer allocations and the way she was spoken to by Aviva's agent. As a result, I don't require Aviva to do anything further in response to this complaint.

**My final decision**

For the reasons I have given, it is my final decision that Aviva Insurance Limited doesn't need to do anything further in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 7 February 2024.

Louise O'Sullivan  
**Ombudsman**