

The complaint

Mrs B complains about Aviva Insurance Limited and its handling of a claim under a home emergency insurance policy.

References to Avia include the acts and/or omissions of its agents involved in handling and dealing with the claim.

What happened

The summary background is that Mrs B reported (late September 2022) blocked toilets upstairs in her home and Aviva attended to unblock and restore flow. It became apparent around two months later that the issue hadn't been resolved and further attendances were required. There were also occasions where appointments were not attended by Aviva.

By January 2023 the problem remained, but a single cause hadn't been accurately identified and in trying to identify and release the blockage damage was caused to pipework. It remains the position at time of writing that the issue is still unresolved.

Aviva accepted its contractors delayed matters and that not all issues were identified. It offered £750 compensation which Mrs B has refused as insufficient for the impact the poor claim handling and communication has had on her.

Our investigator explained Aviva had provided poor service but considered £750 compensation fairly reflected the considerable impact on Mrs B. He said there was a two-month period where Aviva hadn't been called to advise of any recurring issue and so it couldn't know a problem persisted. Mrs B didn't think the investigator had considered the lies she'd been told or the fact the problem hadn't been resolved.

Mrs B has asked for an Ombudsman to make a final determination.

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.

Our role is to resolve complaints quickly and with minimal formality. I'm aware Mrs B has made various allegations about Aviva lying, and issues such as leakage from the soil pipe and damage caused. I've considered everything she and Aviva have sent but that doesn't mean I'll mention every single point in this decision. That's not intended to be discourteous but a reflection of our informal nature. Where we uphold a complaint, we can make a money award and / or direction on how things should be put right. Details of how we make compensatory awards are available on our website but what we don't do is make punitive awards.

For the avoidance of doubt, I'm looking at matters up to Aviva's final response letter of 5 May 2023. I appreciate matters are still yet to be resolved but a schedule is in place to rectify the issues. Once final work has taken place then it will be for Mrs B to liaise with Aviva if she's

unhappy with the results. Aviva will need an opportunity to address Mrs B's concerns from after 5 May 2023. If Mrs B remains unhappy with Aviva's final response at that point, she would be free to ask us to look into those outstanding issues.

Industry rules require Aviva to handle claims promptly and fairly. By the time of the final response letter in May almost eight months had passed from the blockage first arising. I bear in mind there was a near two-month period between the first attendance and the second call-out, so it would be unreasonable to assign blame to Aviva for that period when it appeared the problem had resolved.

From the end of November to early May (over 5 months) Aviva's handling was neither prompt nor fair. The persistent toilet blockage in a home with a young child was undoubtedly distressing for Mrs B. Her policy was specifically for drainage and plumbing problems, and so in providing fair claim-handling it's expected that Aviva has the relevant competent agents to deal with associated insured perils in a competent way, especially as the policy states Aviva's engineers will normally carry out work.

I'm not satisfied the claim was dealt with competently because of the numerous attempts to complete repairs, missed appointments and Mrs B having to do so much chasing. While I appreciate things don't always go to plan where repairs are attempted, it's how things are rectified that are important and this hadn't happened by May 2023. I appreciate Mrs B alleges she was lied to but I'm not so persuaded. I accept she was given incorrect information but from what I've seen I'm more inclined to put it down to incompetence.

Turning to how things should be put right, I'm satisfied Aviva's poor handling has had a considerable impact. The impact was over several months after late November whereas I think Aviva should have been able to resolve the repairs by the end of the year or at least in January. In the circumstances, I am satisfied that £750 for the period up to 5 May 2022 is a reasonable amount.

My final decision

I don't uphold this complaint against Aviva Insurance Limited as I'm satisfied the offer of £750 compensation was fair. If Aviva's hasn't yet paid that amount to Mrs B then it should do so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 14 September 2023.

Sean Hamilton
Ombudsman