

The complaint

Mrs M complains about the service she got from Aviva Insurance Limited (Aviva), following a claim under her home emergency policy.

What happened

Mrs M held a home emergency policy with Aviva, which among other things covered her for toilet blockages and drain issues. Mrs M's toilet became blocked and she contacted Aviva to make a claim. It sent an engineer who attended around two days later but attended without the correct tools to unblock the toilet.

Another appointment was booked a few days later, but the engineer failed to attend. A third appointment was made, and the engineer attended. But he advised that a drainage engineer was required to remove the blockage. A further appointment was made and, on that occasion, Mrs M said that she made it clear that an appointment in the morning wouldn't be suitable and she said that Aviva assured her that an engineer wouldn't attend in the morning. But the engineer did attend in the morning when Mrs M wasn't at home. Aviva said that the engineer carried out a CCTV inspection of the drains and found that there was no blockage.

During this time Mrs M said that her and some family members had to take days off work, waiting for engineers to attend, when they did not. She also said that she was without the use of that toilet and the facilities in the bathroom for around a week. She describes having been very frustrated and angry and raised a complaint to Aviva.

Aviva accepted that there had been poor service issues and apologised for the errors and inconvenience it had caused. It initially offered £40 compensation for the upset but later increased its offer and paid Mrs M £200. Mrs M was unhappy with the resolution. She said that as Aviva had failed to unblock her toilet and she had to buy tools and liquids to unblock the toilet herself. And whilst attempting to unblock the toilet, she damaged it. Coupled with the days off work that she and her family members had taken as well as having to chase Aviva, she decided to refer her complaint to our service.

One of our investigators considered her complaint and thought it should be upheld. Ultimately her view was that the impact on Mrs M was minimal, as she had access to other facilities in the home and there was no person within the home who had any vulnerabilities. She said that Mrs M had provided some evidence of the cost of the tools and Aviva ought to reimburse those costs, as it was reasonable that Mrs M would've incurred them. She concluded that the £200 compensation paid by Aviva was fair in the circumstances of this complaint.

Aviva accepted the view, Mrs M did not. She said that she felt let down and frustrated which affected her confidence in getting issues resolved. She said that the £200 that had been paid was poultry and not acceptable given Aviva's behaviour. 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 will be upholding this complaint and I hope my findings go some way in explaining why I've reached this decision.

I note that Mrs M has made a few detailed points, which I have read and considered. I hope the fact that I don't respond in similar detail here won't be taken as a discourtesy. As an informal dispute resolution service, we are tasked with reaching a fair and reasonable conclusion with the minimum of formality. In doing so, it isn't necessary for me to respond to every point made, but to concentrate on the nub of the issue.

The main issues of this complaint are whether the level of compensation paid by Aviva is fair in the circumstances of this case, and whether Aviva ought to reimburse Mrs M costs of carrying out the work herself.

First, though, it's important to say Aviva accepts that there were poor service issues and I agree. And I'm in no doubt the failings have meant that Mrs M has suffered distress and inconvenience as a consequence. What I have to decide here, though, is what I think it's fair and reasonable to direct Aviva to pay Mrs M to compensate for its failings.

Mrs M explains that she was unable to use her bathroom facilities for a few days. But she did also say that she had access to other showering and toilet facilities. Mrs M said that there were four adults in the home, but I've not been told that any of them had any vulnerabilities.

Turning to Mrs M's lost earnings first. Mrs M's home emergency policy doesn't give her cover for loss of earnings – that is, it's not something she's entitled to claim for under her contract of insurance. And I must also say any home emergency is going to involve a homeowner some inconvenience including, almost inevitably, taking time off work for an engineer to come in and put things right.

It isn't my role to punish or fine the financial businesses we cover. That's because we're not the industry regulator. I can make awards for a consumer's distress and inconvenience though, if I think a business has done something wrong which has caused them trouble, upset or material inconvenience. I wouldn't generally make awards for a consumer's time or lost wages though. In this case, I accept Mrs M has been put to some trouble and inconvenience because of the poor service issues highlighted. So, it's fair for Aviva to recognise this and I think it should pay compensation. In these circumstances, I've decided £200 feels fair and reasonable to recognise the distress and inconvenience Mrs M has suffered.

I have next considered Mrs M's financial loss she incurred. Mrs M said that she spent £40 rectifying the blockage herself. She was able to provide a receipt for some of the financial loss but explained that the other expenses she didn't have receipts for.

Aviva accepted that it would reimburse Mrs M's costs and despite the lack of receipts for some of the purchases she made, I think it's fair and reasonable that Aviva reimburse those costs, as if it had been able to carry out the work, Mrs M wouldn't have had to buy the items and suffer the financial loss she did. So, I recommend that Aviva reimburse Mrs M's costs.

Putting things right

I direct Aviva to put things right as I set out below.

My final decision

For the reasons I have explained, my final decision is that I uphold this complaint.

Aviva Insurance Limited has already paid £200 to settle the complaint and I think this offer is fair in all the circumstances.

Aviva Insurance Limited should reimburse Mrs M's costs of £40.

Aviva Insurance Limited must reimburse Mrs M's costs within 28 days of the date on which we tell it Mrs M accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 14 April 2022.

Ayisha Savage
Ombudsman