

The complaint

Mr M complains about how Aviva Insurance Limited ("Aviva") handled a claim under his home emergency cover.

What happened

Mr M has a home emergency policy with Aviva that provides cover for a property he rents to a tenant.

On 31 October 2021, Mr M called Aviva to make a claim as the boiler in the rented property wasn't working properly.

Mr M asked that Aviva send a specific company (who I'll refer to as A) out to deal with the boiler. Mr M asked for this particular company due to previous service issues he'd had. Aviva tried to accommodate Mr M's request but ultimately both the company Mr M asked for and another business (who I'll call B) were booked to attend the property two days later.

There were a series of process and system issues between Aviva, A and B, and Mr M had to make a considerable number of phone calls to Aviva and B in order to arrange the service he wanted.

B attended the property on 2 November and ordered a part to fix the boiler. Then company A attended later the same day and dealt with the immediate problem on site. It advised Mr M that he should organise a plumber to fix a blockage in an external pipe.

Aviva also sent mail to Mr M using the tenant's address when Mr M had specifically requested that his own address be used for correspondence.

Mr M complained to Aviva about a range of issues. He asks for £250 compensation for his anxiety, frustration, effort, time and expense and he asks for Aviva to explain what happened during his claim that caused him so much confusion and stress.

Aviva responded to Mr M in detail and agreed that parts of its service had been poor. It also explained about how its system allocated work on contractor availability by postcode to try and help Mr M understand why some of the issues may have arisen. It offered Mr M £50 compensation for his inconvenience.

Mr M remained unhappy so he brought his complaint to this service. Our investigator issued a view saying that she could understand Mr M's frustration but that £50 compensation was in line with what this service would recommend given the short amount of time Mr M's tenant was disrupted for.

Mr M didn't agree with the view so his complaint has been passed to me to make a final decision.

I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

I'd like to assure Mr M that I've considered all of his points carefully even if I've not referred to them here and I've focused on the key points he's raised.

My responsibility here is to consider if what Aviva did in the claims process was fair and reasonable and, if appropriate, decide what amount of compensation is suitable.

Mr M says in his complaint that Aviva have written to him repeatedly at his tenant's address, which he has said specifically should not happen. It's very important that a customer's correspondence is sent to where the customer wants to receive it. Aviva have explained that its system stores the risk address as the primary one it uses, but its call handlers didn't follow the correct procedures with Mr M to clarify his correspondence address.

I agree with Mr M that this isn't acceptable. Aviva need to make sure that its system stores information in the right way and if that isn't possible then it needs to make sure its staff use a robust process to capture and use his data as he wishes.

Mr M says he is unhappy with Aviva's inability to provide him with the service he is paying for. I can understand why, as he had paid for the cover and Mr M says Aviva wasn't able to provide the service he wanted without a great deal of his time and intervention. Mr M said he was on the telephone for 15 hours in total which is considerable.

Ultimately, Mr M's tenant had their boiler fixed within two days by the company Mr M wanted to use, but only because he was willing to spend many hours dealing with the matter. And I don't think it was unreasonable for Mr M to ask for a specific company to handle the repair given that he'd had a problem with another of Aviva's contractors in a previous claim.

Aviva's final response letter contains answers to Mr M's points and it agrees with many of his arguments that he was given wrong information and Aviva didn't pass on his claim details as it said it would. It also talks about the way that Aviva's systems operate and interact with their various suppliers and when I read its responses I can understand how their process was supposed to work, and that it came across as disjointed and poor to Mr M.

Mr M points out that there has been a series of problems with Aviva's claims service which he says demonstrates its unreliability and an inability to learn from its mistakes. Aviva say that it has a commitment to learn from customer feedback and I hope Mr M understands that in this claim he has given Aviva a great deal of information it can learn from. If Mr M isn't happy with Aviva's continuing service then he is, of course, free to take his business elsewhere.

I can understand Mr M's frustration with Aviva's process and the errors it has made. I think Aviva's suggested compensation payment of £50 for Mr M's distress and inconvenience is too low given the amount of time and effort it took Mr M to sort the claim out, and because of Aviva's mistakes with Mr M's correspondence address. I think Mr M's request of £250 compensation for his distress and inconvenience is at the higher end of what this service would recommend but I also think it's fair and reasonable given Aviva's repeated poor service.

Response to my provisional decision

Both Mr M and Aviva agreed with my provisional decision.

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.

As both Mr M and Aviva agreed with my provisional decision, my final decision and reasoning remains the same.

My final decision

My final decision is that I uphold this complaint. Aviva Insurance Limited should pay Mr M £250 compensation in total for his distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 18 April 2022.

Richard Sowden
Ombudsman