

## The complaint

Mr T complained his claim under his home emergency policy with Aviva Insurance Limited ("Aviva") was unfairly settled. Mr T had representation during the complaint, but for ease and simplicity I will only refer to Mr T.

## What happened

Mr T wanted to make a claim to Aviva when he experienced problems with his toilet and hot water. However, when he tried to call on the claim number provided he was unable to get through to the claims team after repeated attempts.

Mr T felt he had no choice but to arrange a plumber himself to fix the problems and did so at a cost £1,253.40.

Aviva said there was no evidence that Mr T tried to call the claim number, so it wouldn't cover the full claim as the costs hadn't been pre-authorised. However, it did reimburse £364.92 which it said was the maximum it could reimburse in the circumstances.

Our investigator decided to uphold the complaint. She thought on the balance of probabilities, it was likely Mr T had tried calling the claims team several times. She thought it was fair what Aviva had paid for the toilet due to restrictions in the terms and conditions. However, she thought Aviva should pay the full cost of the plumber's costs to fix the hot water issue plus interest at 8% simple per annum as Mr T had been without this money. Aviva disagreed, so the complaint has been referred to an ombudsman.

## My provisional decision

I issued a provisional decision on this on 13 April 2022. I said:

*"Since the complaint was raised, Mr T has accepted the outcome for the settlement on the toilet issue, so I won't consider this point any further. I will only consider the reimbursement of the costs related to fixing the hot water.*

*Aviva has said it has paid the maximum it's able to do for the repair to the hot water cylinder for a repair carried out by a private plumber. So, I have reviewed the complaint to see whether I think this payment is fair in the circumstances.*

*I have checked the terms and conditions of the policy and these are clear. They state "Claims must be made by you or a person calling on your behalf. Please call us as soon as you are aware of the incident. We will not be able to cover the costs of any work carried out by persons not authorised by us in advance".*

*However, Mr T said he did try and call the claims team – he estimated he'd called the claims number provided 23 times. He said at times he'd been on hold for up to 45 minutes before the line went dead.*

*Mr T has tried to seek out evidence of him calling, but his service provider has told him the call only gets registered if the call is connected. Aviva's records are inconclusive. Over the period in question, it's difficult to tell exactly how long calls were taking to get answered and how many were getting abandoned. Aviva said the information provided couldn't be drilled down on. Recently, Aviva has shown Mr T made three calls in September 2020 and it shows the length of time Mr T was on hold was 19 minutes, 3 minutes, and 26 minutes. However, it doesn't have records before this time.*

*Aviva has said if Mr T had held on for 10 further minutes it's likely his call would've been answered. Aviva's evidence shows Mr T called the claims team and given Mr T's issue started in March and it wasn't until August when his claim was registered, I think it's likely he called on several occasions. So, I find Mr T's account reliable. Mr T has explained that his issue was covered by the policy, so knowing this, I think it's likely he would've made the effort to claim given he'd paid for cover over many years.*

*Aviva has said it all comes down to what is an "excessive amount of time" to wait. Mr T is vulnerable by his circumstances, he's expressed his difficulty in not having hot water and having to boil a saucepan to get hot water. I am persuaded that he made significant efforts to contact the claims team, especially given these circumstances and the evidence provided by Aviva of some of the more recent calls. Mr T's testimony has remained strong and consistent throughout this complaint. Therefore, I uphold this complaint, I don't think Aviva have provided a satisfactory emergency service. The service failed a vulnerable customer in his time of need.*

*Mr T had no choice but to commission his own plumber to fix the hot water issue. So, whilst the policy says work had to be pre-approved, I don't think it's fair that Aviva apply this clause in this instance. Mr T was limited in what he could do, so I think Mr T should be able to recover his full costs. I intend that Aviva reimburse the full costs to fix the hot water issue on production of valid receipts (less £276.07 which it has already contributed). As Mr T has been without this money, Aviva should pay 8% simple interest per annum from the date of the claim to the date it is settled.*

*Mr T has suffered hardship in this sustained period, he has have been without the use of reliable hot water and the whole situation would've been very stressful – especially so, due to his vulnerability. Mr T has said he has needed boil water in a pan to have access to hot water, which would've a considerable safety hazard and inconvenience. Therefore, I intend to award £300 in compensation for distress and inconvenience".*

## **Responses to my provisional decision**

Mr T accepted my findings and didn't have anything more to add.

Aviva didn't have anything more to add.

## **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.

Given neither party has provided any new information, I see no reason to change my provisional decision.

## **My final decision**

My final decision is I uphold this complaint. I require Aviva Insurance Limited to:

- Reimburse the full costs to fix the hot water issue on production of valid receipts (less £276.07 which it has already contributed), plus 8% simple interest\*\* per annum from the date of the claim to the date it is settled.
- Pay £300 compensation – for distress and inconvenience\*.

\*Aviva Insurance Limited must pay the compensation within 28 days of the date on which we tell it that Mr T accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

\*\*HM Revenue and Customs requires Aviva Insurance Limited to take off tax from this interest. Aviva must give a certificate showing how much tax it's taken off it if Mr T asks for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 17 May 2022.

Pete Averill  
**Ombudsman**