

The complaint

Mr X complains that Aviva Insurance Limited is responsible for mishandling his claim on a home emergency insurance policy.

Where I refer to Aviva, I include the home emergency company, its employees, contractors and others insofar as I hold Aviva responsible for their acts or omissions.

What happened

For the year from mid-October 2021, Mr X had a policy in the name of a home emergency company. Aviva was the insurance company that was responsible for dealing with any claim. The policy covered plumbing and drainage and the water supply pipe.

Mr X was living with his wife, their son, his wife and their pre-school child.

Unfortunately, on 31 October 2021 (a Sunday), Mr X had a problem with foul drainage, and he called Aviva for help. Aviva visited but said Mr X needed to get a manhole cover lifted. He got a friend to lift the cover.

On 5 November 2021, Aviva did a drain repair.

On 12 November 2021 (a Friday), Mr X reported that sewage was coming up through his toilet. On 13 November 2021, Aviva visited and identified a possible drain collapse.

On 19 November 2021 Aviva repaired a collapsed drain.

Mr X complained to Aviva.

By a final response dated late November 2021, Aviva offered £350.00 compensation in full and final settlement of the complaint. Unhappy with that, Mr X brought his complaint to us in early December 2021.

our investigator's opinion

Our investigator recommended that the complaint should be upheld. He didn't think that enough was done to resolve the issue as fast as possible. He said that the failure to fix the pipe promptly and efficiently caused Mr X much distress and inconvenience. The investigator recommended that Aviva should pay Mr X – in addition to the £350.00 already offered – a further £150.00 compensation.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr X and to Aviva on 6 June 2021. I summarise my findings:

I was minded that £350.00 was fair and reasonable compensation for distress and inconvenience.

I wasn't minded to find it fair and reasonable to direct Aviva to pay Mr X any more.

Subject to any further information from Mr X or from Aviva, my provisional decision was to uphold this complaint in part. I intended to direct Aviva Insurance Limited to pay Mr X (insofar as it hasn't already paid him) £350.00 for distress and inconvenience.

Mr X disagreed with the provisional decision. He says, in summary, that:

- We should try and understand what his family endured and measure it against what the home emergency company promise to do in their promotional literature. Perhaps they need a caveat that weekends are not a good time to have a sewage problem.
- His friend enabled his family to survive by redirecting a pipe into an open sewer. When they came the following day, they should have addressed it there and then and not wait until the following Friday. There was gross incompetence with the quality of service and customer care

Aviva agreed with the 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.

The Financial Ombudsman Service deals with an individual consumer's complaint against a regulated financial firm. Where we find the firm responsible for an unfair act or omission, we look at the impact of that on the consumer. We look at any financial loss or distress and inconvenience caused by the unfair act or omission.

We assess compensation by reference to the impact on the complainant. We don't assess compensation by reference to deterring or punishing unfair acts or omissions.

From what Mr X has said, his house had more than one toilet. Also, there were two pipes from his house into the drain.

Mr X already had a problem when he called Aviva - that's why he called Aviva. I only hold Aviva responsible for any distress and inconvenience caused by delay or other shortcomings in its response.

Aviva's final response set out a timeline. When he brought his complaint to us, Mr X agreed that timeline.

So I accept that Aviva visited on about 31 October and 2 November 2021. I don't think that Mr X has made any complaint that Aviva should've lifted the inspection cover, rather than saying that the water company was responsible.

In any event I don't hold Aviva responsible for any delay before, on about 4 November, Mr X told Aviva that his friend had lifted the cover. Aviva visited the next day and did a repair. So I don't hold Aviva responsible for any delay up to that time.

I've thought about Aviva's diagnosis and the repair on 5 November by patch lining.

A week went by after 5 November and before Mr X reported on 12 November that his toilets weren't emptying. So I don't hold Aviva responsible for delay before 12 November.

I've noted that Aviva's final response included the following:

"You called on 12 November 2021...Our contractors attended the following day and found the repairs had been carried out in the wrong area"

Aviva's visit on 13 November led Mr X to believe that the home assistance company accepted that its contractor hadn't fixed his problem on 5 November. In any event the visit on 13 November didn't provide a solution.

I've thought about whether the diagnosis and repair of a drain collapse contradicted the earlier diagnosis and repair. But I don't think there's enough evidence for me to say that. Rather, I find it likely that the earlier diagnosis and repair were appropriate but there was a collapse that was separate in its location and/or timing.

When Mr X brought his complaint to us he included the following:

"Frustrated, on the 14th I get a friend to come round. he manages to fix a pipe to the fall pipe and direct this into the sewer. So, we now have an open sewer but at least we can use one of our toilets. The following day ... engineers arrive; don't do anything and say that they will come on the 19th to fix it.."

From that, I find that Mr X and his family had the use of a toilet from 14 November – albeit with unsatisfactory temporary arrangements outside the house.

Aviva's visit on 15 November didn't provide a solution for Mr X.

So I hold Aviva responsible for delay from 13 to 19 November. I accept that Mr X might've spent money rather than getting help from friends. But – in assessing compensation for non-monetary loss – I have to look at the actual effect on Mr X of the delays or shortcomings I've identified.

I don't under-estimate the inconvenience and distress for Mr X. That included having to use toilets at friends' homes or at a local supermarket. It also included the distress Mr X felt at the inconvenience to other family members.

But I haven't found Aviva responsible for delay before 13 November. Also, I have to keep in mind that he had the use of a toilet from 14 November. And the unsatisfactory arrangements lasted for less than a week.

Putting things right

So overall I'm satisfied that £350.00 was fair and reasonable compensation for distress and inconvenience. And I don't find it fair and reasonable to direct Aviva to pay Mr X any more.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Aviva Insurance Limited to pay Mr X (insofar as it hasn't already paid him) £350.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 1 August 2022.

Christopher Gilbert

Ombudsman