

The complaint

Mr S has complained that Aviva Insurance Limited's claim handling agent, who'll I refer to as H, provided a poor service when handling a claim under his plumbing and drainage policy.

What happened

Mr S had a problem with his tap and called H for assistance. They agreed to send a plumber to his property on 11 May 2022 between 12 and 6pm. Mr S was in all day and the plumber didn't turn up. So he called H and asked for his excess of £30 to be waived, as the plumber hadn't turned up. He was told this was because the plumber who was scheduled to come had called him before attending and been told that another plumber had already attended. Mr S told the operative that this was total fabrication. Mr S was told the matter would be investigated and a further appointment was booked for 12 May. A plumber did attend on this occasion, but could not resolve the issue. It seems a new cartridge needed to be ordered for the tap, so a further appointment was made for 16 May and the cartridge was ordered. The repair was then completed on 16 May.

Mr S then received a letter from H stating that his complaint had been resolved. He was happy to accept the issue with the tap had been resolved. He also accepted H's explanation for why the plumber could not complete the repair on 12 May. But he did not think his complaint about the plumber not turning up on 11 May had been resolved, because his excess had not been refunded.

Mr S asked us to consider his complaint. One of our investigators did this. She didn't think it should be upheld because she thought the fact that H had apologised for the plumber not turning up on 11 May was enough.

Mr S didn't agree with the investigator's view on the matter and asked for an ombudsman's decision.

I issued a provisional decision on 16 November 2022. In this I said that Aviva should pay Mr S £50 in compensation for the distress and inconvenience he experienced as a result of having to wait in all afternoon for a plumber who didn't turn up. And for being told this was because he'd said a plumber had already attended, when this wasn't what happened.

I gave both parties two weeks to provide further evidence and comments in response to my provisional decision.

H on behalf of Aviva have responded to say they have nothing further to add. And Mr S has responded to say he agrees 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 Aviva has said it has no further comments or evidence to provide and Mr S has said he

agrees with my provisional decision, I see no reason to depart from my provisional findings.

This means that it remains my view that Mr S experienced distress and inconvenience as a result of the poor service provided by H.

Putting things right

It also remains my view that Aviva should pay Mr S £50 in compensation for this.

My final decision

For the reasons set out above, I uphold Mr S's complaint against Aviva Insurance Limited and award him £50 in compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 20 December 2022.

Robert Short
Ombudsman