

The complaint

Mrs S complains about how Aviva Insurance Limited handled and settled a claim under her home insurance policy following a leak.

What happened

Mrs S held home insurance and home emergency policies. Both insurance policies are underwritten by Aviva. The home emergency policy provides cover for plumbing and draining only.

On 6 November 2022, Mrs S contacted Aviva to report a leak at her property, which was causing damage. The claim was recorded under Mrs S' home emergency policy rather than her home insurance policy. Aviva instructed a contractor to attend Mrs S' home the same day.

An engineer attended Mrs S' property during the evening of 6 November 2022. They thought the cause of the problem was a leak on the system pipework. So, they turned off the boiler to isolate the leak and drained down the system, which left Mrs S without access to heating and hot water.

Mrs S said she wasn't provided with any portable heaters, which she believes she was entitled to under the terms of her home emergency cover. And she said the engineer didn't mention any follow up appointment to repair the problem. Mrs S was informed that Aviva could only locate a home emergency policy on its records, which wouldn't cover a repair. She said she spent the night at her home without heating or hot water.

Mrs S contacted Aviva the following day to explain that she had a home insurance policy and that she was without heating and hot water as a result of the boiler being turned off. Aviva located Mrs S' home insurance policy, after realising it has been registered under a previous address, and an engineer appointment was arranged for the same day.

Aviva said an engineer attended Mrs S' address on 7 November 2022. But they were unable to undertake a repair due to insufficient time being allocated to the appointment. So, Mrs S remained without heating and hot water. She said Aviva authorised temporary relocation to a hotel, although this was paid for by Mrs S.

When Mrs S contacted Aviva the following day, it said it could send an engineer to her home on 9 November. But Mrs S explained that she'd lost confidence with its appointed engineer. She asked Aviva to authorise the instruction of an independent engineer who could undertake the repair privately, which it agreed to do.

The independent contractor, which I'll refer to as "G", wasn't able to attend Mrs S' home to investigate the cause of water ingress until 11 November 2022. During G's visit they noticed that the heating system had been drained down but there wasn't any pipework in the location of the water damage. After further investigation, G advised that the water ingress was due to a tile shifting on the roof, which was allowing water to penetrate. They refilled the boiler and

tested it. No leaks were identified, and the boiler was left fully operational. By this time, Mrs S had been without heating and hot water for 5 days.

A roofer was instructed to undertake the necessary repair to her roof that D had identified. Mrs S said she paid the roofer privately, was, ultimately, reimbursed under her buildings insurance policy.

Mrs S complained to Aviva about what had happened. She said the first engineer had misdiagnosed the cause of the water ingress and this had, unnecessarily, left her without vital amenities at a very cold time of year. She also stated that she was a vulnerable consumer as she suffered with health issues, which had been exacerbated during the time she was without heating.

When Aviva responded to Mrs S' complaint, it agreed that it had failed to provide the level of service and repair it should have done. It apologised for that and offered Mrs S £150 compensation. Aviva also told Mrs S it would reimburse the cost of G's invoice in full and review the hotel expenses that she'd incurred while she was without heating and hot water.

Being dissatisfied with Aviva's response to her complaint Mrs S referred it to our service. Our investigator assessed the information provided by Mrs S and Aviva and recommended upholding this complaint. They weren't persuaded that Aviva had dealt with this complaint fairly and they recommended it increase its offer of compensation to £400. They also told Aviva it should reimburse Mrs S for any costs she had incurred in resolving the leak.

Both Aviva and Mrs S disagreed with our investigator's compensation assessment. Aviva thought the compensation it had already offered was reasonable. And Mrs S thought a total of £500 in compensation should be paid to resolve her complaint. She also confirmed that the costs she'd incurred in relation to the claim still hadn't been reimbursed by Aviva.

Our investigator reviewed the responses that Aviva and Mrs S had provided and reduced the compensation recommendation to £300. But they recommended Aviva settle the invoice from G and hotel expenses in full – adding 8% interest to that sum. Mrs S disagreed with our investigator's view of this complaint and asked for it to be referred to 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.

Our service assesses complaints independently within a fair and reasonable remit – we don't act for either a consumer or a business. And I want to assure Mrs S and Aviva that, in considering this complaint, I thought very carefully about what happened here.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here, I must base my decision on the balance of probabilities.

My role is to assess whether I think Aviva made a mistake, or treated Mrs S unfairly, such that it needs to now put things right. I can see Mrs S and Aviva have gone to some trouble to provide our service with some detailed points about this complaint. I want to assure them that I've read everything they've sent us. But I hope they'll understand if I don't address every comment they've made in this decision. I intend to concentrate on what I consider is key to this complaint.

As I set out in the background to this complaint, Mrs S contacted Aviva on 6 November 2022 to report a leak at her property. Aviva told our service that Mrs S stated she couldn't control

the leak and thought a pipe might be leaking. So, it arranged an emergency engineer appointment on her behalf and instructed the engineer to attend her home the same day. It isn't disputed that the engineer attended that evening. I'm satisfied that Aviva took reasonable and appropriate action by recognising the urgency of the problem Mrs S was facing and dispatching an engineer to her home on 6 November 2022.

It's clear that there was significant confusion on Aviva's part during the early stages of this claim. Aviva has told our service that, when the claim was recorded, the only policy showing against Mrs S' address was the home emergency insurance. It said it wasn't aware Mrs S also had the benefit of a home insurance policy.

The terms of the home emergency cover require Aviva to instruct an engineer to attend a policyholder's property to identify the source of the leak and isolate it. The policy doesn't cover the repair or replacement of the heating tank.

It's clear that, as a result of confusion on Aviva's part, Mrs S wasn't given correct information about what level of cover she had and what assistance she was entitled to expect. She said she was informed she didn't have a home insurance policy with Aviva. But this was incorrect and goes to evidence that Aviva wasn't accessing the correct details of Mrs S' policy when it recorded the claim.

I can see that, from the outset of the claim, Mrs S had to persistently chase Aviva for updates on the progress and next steps. I can imagine that was very stressful and think this could have been avoided had the claim been better managed. Like our investigator, I think more could have been done on the notification call to ensure the claim was logged against the correct policy.

Confusion surrounding Mrs S' policy with Aviva and the extent of her cover meant that she wasn't offered any further assistance and advice by the engineer that attended her property on 6 November. She was left without heating and hot water facilities and had to spend the night in her home during a very cold time of year. I accept Mrs S' contention that this caused her additional trouble and upset – particularly given her health concerns.

I recognise that Aviva acknowledged Mrs S was entitled to additional support and assistance under her home insurance policy on 7 November 2022. But this could have been recognised the previous day, which would have avoided Mrs S having to spend the night in her unheated home and extended periods on the telephone in efforts to understand when further assistance would be provided by Aviva.

Records that Aviva has provided to our service demonstrate that, on 7 November 2022, it correctly identified Mrs S as a vulnerable consumer. I say this because, as a result of Mrs S explaining her health difficulties, Aviva prioritised the requirement for an engineer visit and flagged it as urgent. There's no evidence that Aviva was aware of Mrs S' vulnerability prior to this date. So, I can't fairly find that there was an earlier opportunity for Aviva to recognise Mrs S' additional needs.

The records I've seen persuade me that Mrs S was offered an engineer's appointment for 7 November 2022. However, this appointment wasn't successful due to insufficient time being allocated by Aviva. I think that was poor management of the claim by Aviva and, while it authorised temporary hotel accommodation for Mrs S, this might have been unnecessary if the attending engineer had been allocated more time and been able to identify the error made by the engineer the previous day.

I can understand why Mrs S might have lost confidence with Aviva after her experience on 6 and 7 November. It was therefore reasonable for her to request the attendance of an

independent contractor. I'm pleased to see that Aviva acceded to this request promptly. I say this because, on 8 November, it authorised Mrs S to instruct G.

Mrs S said Aviva is responsible for delays in her hot water and heating facilities being restored. I agree with this. If the first engineer hadn't misdiagnosed the problem on 6 November when they attended the emergency appointment the boiler wouldn't have been drained and shut off. So, Mrs S' heating and hot water amenities wouldn't have been unnecessarily interrupted.

Aviva's appointed engineer ought to have correctly identified the source of the leak. It isn't clear why that didn't happen. It wasn't for Mrs S to tell Aviva or its engineer what was causing water to escape. It was the role of the engineer to identify the leak and stop it. I'm satisfied that the service from the first engineer fell short of the standard that I think should have been provided by Aviva.

On the basis that the error the first engineer was identified by G, I think it's a fair assumption that, if the appointment on 7 November had been allocated proper time, the attending engineer may have been able to identify the error made by the engineer the previous day. This would have meant that the temporary hotel accommodation Aviva had authorised for Mrs S might have been unnecessary and that might have minimised inconvenience.

I recognised that G couldn't attend Mrs S' home until 11 November, which led to further delay in the heating and hot water facilities being restored. But Mrs S approached an independent contractor because she had, understandably, lost confidence with Aviva. As she said her health was declining during that time, I'm persuaded that it reasonable for Mrs S to want the assurance from a contractor unconnected with Aviva that the next appointment would proceed without hindrance. Unfortunately, this all meant that Mrs S was without heating and hot water for 5 days.

During the time that Mrs S was without essential amenities, she incurred the costs of G attending and hotel accommodation.

I can see that Aviva authorised temporary hotel accommodation for Mrs S because of her vulnerable health status. Given that she had no access to heating and hot water I'm satisfied that relocating Mrs S to a hotel while the issue was ongoing was appropriate in the circumstances. However, Mrs S had to initially fund that cost; confirmed on the invoice I've seen that shows she was accommodated in a hotel from 7 until 11 November 2022.

I've seen written communication between Aviva and Mrs S that shows it requested she provide confirmation that invoices had been paid before it was prepared to reimburse any costs she'd incurred as part of the claim. This request was made on 22 November 2022. I don't think that's an unreasonable request and our service often sees requests from insurers that proof of payment is provided before a cost is reimbursed.

I've asked Aviva whether it was aware Mrs S was experiencing financial difficulties as a result of having to fund things herself and wait for reimbursement. It told our service that Mrs S didn't share any hardship issues with it. So, I can't say it acted unreasonably in asking Mrs S to pay for work undertaken by the contractors she wanted to instruct.

I've thought about the time it took for Aviva to reimburse Mrs S for the costs she incurred. Based on the chronology and timeline Mrs S has provided, it's clear there was a substantial delay in Aviva reimbursing the funds spent.

I understand that Mrs S provided evidence of her financial outlay to Aviva on 8 December. However, Aviva's records indicate that payment wasn't made until after our investigator's

second view of this complaint. I can see that Mrs S has confirmed that she's now received payment for her hotel costs and G's invoice.

During the time that the costs remained outstanding, I've seen evidence of Mrs S chasing Aviva for updates on payment. It's difficult to understand why these costs remained outstanding for so long and I'm persuaded that our investigator's recommendation that Aviva pay 8% interest on the sums Mrs S paid for G and her hotel accommodation is reasonable. Aviva should therefore ensure that 8% interest is paid from the date the cost was incurred to the date of settlement.

In recognition of the trouble and upset Mrs S was caused Aviva offered to pay £150. It's clear Mrs S doesn't feel that fairly reflects her experience here and I agree. Our investigator recommended Aviva increase its compensation to £400. However, they subsequently revised that recommendation by suggesting the total award should be £300. Mrs S feels this recommendation is unfair and disproportionate given her experience.

While I hear what Mrs S has said here, I think it's important to say that when our service considers an award of compensation we look at the impact of a business' mistake on the consumer.

I've taken into account that Mrs S had to stay in an unheated home for the first night and, latterly, in a hotel until her heating and hot water was restored. She was unnecessarily without heating and hot water for 5 days, which meant she had to leave her home during that time. I accept that this was frustrating and inconvenient. Mrs S has said she had to return home during the day to try and assess the leak, progress her claim and tend to matters within her home such as feeding her pets. So, even though she was accommodated in a hotel, she spent extended periods at her home during the day without heating and hot water.

It's clear to me that this all caused trouble and upset, which was further exacerbated because this all happened during a period of very cold weather and caused Mrs S' health to be detrimentally affected. The situation took 5 days to be resolved but, because Mrs S was accommodated elsewhere, I'm persuaded that reasonable steps were taken to mitigate her distress and inconvenience.

Having had regard to the impact Aviva's errors had on Mrs S and the length of time involved, I'm satisfied that the £300 compensation award recommended by our investigator would be fair and reasonable here. It's in line with awards made by this service in comparable circumstances and I haven't seen enough to satisfy me that a higher award is warranted.

It's unclear whether any compensation payments have been made to Mrs S. So, Aviva should ensure that £300 compensation is paid to Mrs S to resolve this complaint inclusive of any payments that may have already been made.

Putting things right

To resolve this complaint I'm directing Aviva to pay £300 compensation to Mrs S for the poor service she received. It should also pay simple interest at a rate of 8% per annum on Mrs S' hotel expenses and the invoice she paid G from the date payment was made by her to the date of settlement.

My final decision

My final decision is that I uphold Mrs S' complaint. I require Aviva Insurance Limited to:

- pay Mrs S £300 compensation in total to resolve her complaint;

- pay simple interest at a rate of 8% per annum on Mrs S' hotel expenses and the invoice she paid G from the date of payment to the date of settlement*.

*HM Revenue & Customs requires Aviva Insurance Limited to take off tax from this interest. Aviva Insurance Limited must give Mrs S a certificate showing how much tax it's taken off it she asks for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 26 June 2023.

Julie Mitchell
Ombudsman