

The complaint

Mr K and Ms K complain about Aviva Insurance Limited's handling of a claim they made under their home emergency insurance policy.

Mr K and Ms K are joint policy holders. As most of the communication relating to the complaint has been from Mr K, I'll refer mainly to him in my decision.

Aviva is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As Aviva has accepted it is accountable for the actions of the agents, in my decision, any reference to Aviva includes the actions of the agents.

What happened

In March 2023, Mr K made a claim under his home emergency policy with Aviva because there was a leak in his kitchen. Aviva arranged for a plumber to attend his property a couple of days later. The plumber advised that leak detection was needed but there was a delay in booking the appointment and an engineer didn't attend until a couple of weeks later. The engineer detected that the leak was behind the dishwasher but said he wasn't able to remove it.

A couple of weeks later, Mr K arranged for a builder to remove the dishwasher and complete a repair.

Mr K raised a complaint with Aviva. He was unhappy that Aviva didn't return to his property and says his own builder was able to pull the dishwasher out and fix the issue within half an hour.

Aviva apologised for the service Mr K had received. It didn't agree that the engineer had made an incorrect decision advising access was needed, but it said it would be happy to consider a paid invoice from his builder if Mr K was to provide it. It also apologised for the inconvenience Mr K had been caused by failed appointments and having to chase Aviva up and offered him £100 compensation.

Mr K remained unhappy and asked our service to consider the complaint. Our investigator thought Aviva's offer to pay Mr K £100 and consider reimbursing him for the cost of repairs was reasonable.

Mr K disagreed with our investigator's outcome. He said the engineer told him he'd be returning soon with another person to take out the dishwasher and fix the leak. He was later informed he needed to remove it himself when he talked to an agent. When he asked his builder, he simply pulled out the dishwasher and fixed the leak.

Mr K said Aviva could easily have removed the dishwasher. According to the policy's terms, it should fix a leak it can access which was the case. Aviva's £100 offer was for taking too long to send an engineer to detect the leak. It didn't admit it had not fulfilled its responsibility.

Mr K also commented about other issues he'd experienced with Aviva's agents when he'd previously made a claim relating to his boiler. He said in both cases, engineers spent less than ten minutes in his home and made no real attempt to fix the problem.

As Mr K disagrees with our investigator's outcome, the complaint has been passed to me to decide.

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.

Having done so, I've reached broadly the same conclusions as our investigator. I'll explain why.

The terms of the policy say:

"Creating access

On arriving at your property, the engineer will aim to locate the source of the incident. If direct access is not available (for instance if there are floor tiles or floorboards, or any of your possessions, such as storage boxes or furniture in the way) the engineer will need to create access. If you want the engineer to do this, you will be asked to confirm this in writing while the engineer is at your property. Unless stated in any of the 'What is covered?' sections below, we will not cover you for any damage that may be caused to the property, its contents, fixtures, fittings, floorings or sanitary ware (unless the damage is caused by our engineer's negligence). If you do not want the engineer to create access, we will be unable to do the work until you have arranged access".

Aviva's notes from the date the engineer visited say:

"The engineer has attended the property, there is a leak behind the dish washer [sic] and thinks its [sic] coming from one of the connections behind. He has attempted to remove the dishwasher but has been integrally fitted into the kitchen units and the worktop and surrounding units will need to be removed to access by a kitchen fitter. We have advised the customer not to use the dishwasher."

Mr K says the dishwasher wasn't integrated and was easily pulled out by his own engineer. He also says the engineer promised to come back with someone else soon.

I haven't seen evidence to show me whether or not the dishwasher was integrated. And it's not clear from Aviva's notes, if Mr K was told that he would need to arrange for a kitchen fitter to remove the dishwasher.

However, Aviva has offered to consider the costs of his own builder fixing the leak if he provides evidence in the form of a paid invoice. I think it would be reasonable for Aviva to reimburse him for these costs, if Mr K provides the evidence it's asked for.

Aviva has also offered Mr K £100 for distress and inconvenience. I acknowledge what Mr K has said about the £100 being for the delay in sending the engineer to detect the leak, as well as his comments regarding his previous claim with Aviva.

However, in this complaint, I can only consider the service Mr K received in relation to this claim and the impact this had on him. The leak was fixed around a month after Mr K made his claim. And I think £100 fairly recognises the distress and inconvenience Mr K

experienced as a result of Aviva's poor service over this timeframe. So, I'm not persuaded that Aviva should pay compensation above the amount it's already offered.

Putting things right

Aviva should:

- Reimburse Mr K for the cost of his own builder fixing the leak if he provides the evidence it's asked for.
- Pay Mr K the £100 it's offered him for distress and inconvenience.

My final decision

Aviva Insurance Limited has already made an offer to reimburse Mr K for costs he incurred getting the leak fixed and pay him £100 to settle the complaint. I think this offer is fair in all the circumstances.

So, my decision is that Aviva Insurance Limited should reimburse Mr K the cost of repairing the leak if he provides evidence of this and pay him £100 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Ms K to accept or reject my decision before 21 September 2023.

Anne Muscroft
Ombudsman