

## **The complaint**

Mr and Mrs G complain about Aviva Insurance Limited's handling of their home emergency claim.

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 December 2022, Mr and Mrs G made a claim under their home emergency policy with Aviva because their toilet was blocked. A drainage engineer attended the following day but wasn't able to resolve the issue. A further appointment was arranged for the next day, but an engineer didn't attend until the day after. And the issue still wasn't fixed.

Aviva says it had difficulty locating two engineers to attend with the correct equipment. It authorised for Mr and Mrs G and their family to spend two nights in a hotel. A contractor attended almost a week later, and a final visit took place four days after that.

Mr and Mrs G raised a complaint about the delays in resolving the issue with the toilet and the customer service they'd received.

Aviva acknowledged the service it had provided was poor, and Mr and Mrs G had been left without toilet facilities for an extensive amount of time. It offered Mr and Mrs G £450 to compensate them for the inconvenience they'd been caused.

Mr and Mrs G remained unhappy and asked our service to consider the matter. Our investigator thought Aviva's offer of £450 and the reimbursement of hotel costs was fair and reasonable.

Mr and Mrs G disagreed with our investigator's outcome and asked for an ombudsman to consider their complaint. They said four individuals had been impacted, including two children. The youngest child has a bladder condition which meant he needed more frequent access to the toilet than normal. So, 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.

Aviva has acknowledged failings in the service it provided to Mr and Mrs G. It says the repairs should have been completed within three visits, rather than five, and an appointment was also missed. It says the problem should have been fixed on 23 December where the engineer didn't have enough time to complete the work.

The policy's terms and conditions say:

*"If your property cannot be lived in as a result of a claim under this policy, we will pay up to an additional £1,000 for your hotel room and transport costs."*

I can see that Mr and Mrs G spent two nights in a hotel, from 24 to 26 December 2022. I understand Aviva has reimbursed them for these costs, in line with the terms of the policy.

However, Mr and Mrs G were back in their property for around a week before the issue was resolved. They say that they and their two young children had to make numerous trips to toilet facilities at a superstore / leisure centre more than a mile away in adverse weather conditions. This was particularly difficult because their youngest child has a bladder condition which means he has to visit the toilet more frequently. Mr and Mrs G say Christmas holidays for the family were ruined and friends and family couldn't be invited to their home.

I understand Mr and Mrs G had to make a number of phone calls to Aviva. It was no doubt frustrating for them when an appointment was missed, and the issue wasn't fixed during multiple visits.

I appreciate this was a distressing experience for Mr and Mrs G, particularly given the time of year. They experienced significant inconvenience and disruption as a result of the poor service they received from Aviva. However, Aviva has already offered Mr and Mrs G £450 for distress and inconvenience. This is in line with what our service would typically award as compensation for the impact this has had on them. So, while I appreciate this will be disappointing for Mr and Mrs G, I'm not minded to tell Aviva to increase this.

### **Putting things right**

Aviva Insurance Limited should pay Mr and Mrs G £450 for distress and inconvenience.

### **My final decision**

Aviva Insurance Limited has already made an offer to pay Mr and Mrs G £450 to settle the complaint and I think this offer is fair in all the circumstances. So, my decision is that Aviva Insurance Limited should pay Mr and Mrs G £450.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 15 December 2023.

Anne Muscroft  
**Ombudsman**