

The complaint

Ms C complains about Aviva Insurance Limited's response to her home emergency claim.

Any reference to Aviva includes the actions of its agents.

What happened

Ms C held home emergency cover with Aviva. She called Aviva after discovering a leak in her bathroom. Aviva offered to send an engineer later that day. Unhappy with this, Ms C arranged for her own emergency plumber to attend instead.

The emergency plumber charged Ms C £992.40. Ms C asked Aviva to reimburse her for this cost. Aviva paid her £60.91, as it said this was the amount it would have spent on the claim (after deducting the excess). Ms C complained to Aviva about this, and about the attitude of its staff member when she made the claim.

Aviva said that as it had offered Ms C a same day appointment, it had complied with the policy terms and conditions and prioritised her claim. However, it accepted that its staff member didn't seem to recognise the urgency of the situation. Aviva offered Ms C £50 compensation, but Ms C refused this. Ms C brought a complaint to this service.

Our investigator looked into things, but thought Aviva had dealt with the claim reasonably. She also thought the £50 compensation Aviva had offered Ms C was fair.

Ms C didn't accept our investigator's findings, and so the matter has been passed to me for a 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 policy says that when making a claim, if the problem is causing immediate damage to property, the claim will be given priority – otherwise an appointment would be made. The policy also says when a claim requires Aviva to visit the property, it will attend within a reasonable timescale.

When Ms C made the claim, there was an ongoing leak. Aviva established that Ms C lived in a bungalow and so there was no danger of any ceilings being affected by the leak. Nonetheless, it's clear that her claim needed to be given priority. I'm satisfied that Aviva did prioritise Ms C's claim, by offering to arrange for an engineer to attend the same day.

Ms C has explained that she wasn't willing to wait the minimum estimated five hours for Aviva's engineer to attend. That of course was her decision, but I don't agree with her that Aviva should cover the full amount her emergency plumber charged. I think it was reasonable for Aviva to reimburse her the amount it would've cost it to deal with the claim. So I don't require Aviva to do anything further here.

Ms C was also unhappy with the attitude of Aviva's call handler when she made the claim. I've listened to this call, and I can understand Ms C's frustrations. It was clear she was distressed about the leak, yet the call handler took quite a long time to deal with the claim. Aviva has offered Ms C £50 compensation to recognise the lack of urgency shown by its call handler, and I think this was reasonable in the circumstances.

My final decision

My final decision is that I find Aviva Insurance Limited's payment of £60.91 made towards the emergency plumber's charge was reasonable, so I don't uphold this aspect of the complaint.

Aviva Insurance Limited has already made an offer to pay £50 to settle the complaint in respect of its customer service, and I think this offer is fair in all the circumstances.

So my decision is that Aviva Insurance Limited should pay £50.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 24 July 2024.

Chantelle Hurn-Ryan
Ombudsman