

## **The complaint**

Mrs P and Mr P are unhappy with the service provided by Aviva Insurance Limited (Aviva) when dealing with a claim under their home emergency insurance policy.

Mrs P and Mr P are both parties to this complaint. Mr P has primarily dealt with this service. For ease of reference I have referred to Mr P throughout this final decision.

## **What happened**

On 20 May 2024 Mr P contacted Aviva to report a leak he'd notice in his driveway. Aviva sent engineers to attend on 22 and 24 May. But the cause of the leak couldn't be determined. Mr P subsequently went on holiday, and requested for another appointment with a specialist to be arranged on 4 June.

On 4 June Aviva again sent an engineer again instead of a plumber. On 5 June a plumber correctly attended to the leak. This inspection determined that a leak detection specialist would need to be instructed to find the cause of the leak. Aviva told Mr P that the soonest a leak detection specialist could be sent was on 10 June. Mr P was unhappy about this and complained about the handling of his claim.

Mr P arranged to have the source of the leak found and repaired at his own cost. Mr P paid a total of £2,949.60 for this work to be done. Mr P sent the invoice to Aviva and said it should cover this cost. Mr P also said Aviva should pay compensation for the delays, and inconvenience, caused by its poor handling of his claim.

Aviva accepted that its claim handling had been poor in parts. Aviva offered Mr P £150 in recognition of this poor service. Aviva also agreed to pay Mr P £555.34 towards the cost of the repair invoice of £2,949.60. Aviva said this amount was based on what it would've cost Aviva to complete the repair, and additional visits, needed.

Mr P didn't think Aviva's offer went far enough in recognising its poor service, and the losses incurred by him. Unhappy with Aviva's response, Mr P referred his complaint to this Service for investigation.

The Investigator found that Aviva's offer to put things right was broadly reasonable, but that it should increase its offer of compensation to a total of £250. Aviva didn't accept the Investigator's findings, saying the poor service happened largely because Aviva sent three experts to attend after 4 June, when this could've been dealt with by a plumber attending. So two of the visits were unnecessary. Aviva didn't think this poor service justified a further £100 compensation as recommended by the Investigator.

Mr P also didn't accept the Investigator's findings. Mr P said the problem had been on-going for 18 days before Aviva offered to instruct a leak detection specialist. Mr P didn't think Aviva's offer to put things right was in line with the policy terms, and what it was designed to cover. As the complaint couldn't be resolved it has been passed to me for 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.

Mr P says Aviva should cover the repair cost that he has incurred for instructing his own expert to locate and fix the leak. Aviva says it has offered Mr P what it would've cost it to complete the repair had Mr P proceeded with a claim through his home emergency policy.

I understand Mr P's strength in feelings about what Aviva should pay in settlement of his claim. But having considered our approach, alongside what has happened, I'm persuaded Aviva's offer of £555.34 towards the cost of the repair invoice of £2,949.60 is broadly fair and reasonable, and in line with what this Service would direct in the circumstances. I'll explain why.

I recognise Mr P's frustrations with Aviva's poor service, and how this impacted his decision to instruct his own leak detection specialist. Where a consumer decides to do this, we'd usually say it's reasonable for a business to limit its liability to what it would've cost it to complete the repairs needed. In this case, Aviva has confirmed that amount is £555.34. So in line with our approach I'm satisfied Aviva has acted reasonably in its decision to pay Mr P £555.34 towards the cost of the repair invoice presented by Mr P.

I've also considered whether Mr P was compelled to instruct his own expert as he'd been left with no choice. I accept that Mr P had been waiting some time for Aviva to deal with his claim by the time the option to instruct a leak detection specialist was presented on 5 June. But as Aviva couldn't progress the claim between 24 May and 4 June, I don't think it would be reasonable to hold Aviva responsible for this period when the claim was inactive.

I accept it would've come as a disappointment to Mr P to be told that Aviva couldn't send a leak detection specialist until 10 June. But Mr P's own instructed expert also took a few days to locate and fix the leak. So on balance I can't say the difference between Mr P waiting for Aviva to send a leak detection specialist, or instructing his own, had a material impact on the timeliness of Mr P's claim being resolved. On balance, the time taken to complete the repair whichever option Mr P had gone ahead with, would've likely been similar. So I don't think the difference is enough to say that Mr P was left with no choice, and ask Aviva to pay for the cost incurred by Mr P in instructing his own expert.

I appreciate Mr P's disappointment with this outcome. This situation has clearly left Mr P feeling upset, and financially out of pocket. But I think Aviva's offer to put things right is fair, and in line with what this Service would direct in the circumstances. So I won't be directing Aviva to pay anything more towards the cost of the repair invoice.

### *Distress and inconvenience*

Aviva says its poor service stems from events that took place after 4 June 2024. But having considered the claim history, I don't agree. I think Aviva could've been more proactive in sending the correct specialist to attend sooner in the claim. There were several appointments that took place when Mr P's claim was first reported, but a plumber didn't attend to complete a thorough inspection and refer to the claim to a leak detection specialist until 5 June 2024. I think this could've been done during the earlier inspections that took place in May 2024.

I do accept that Mr P was on holiday after 24 May. So I don't agree with Mr P's submissions about Aviva being responsible for any delay on the claim between 24 May and 5 June. But Mr P was caused avoidable delay at the start of the claim, when several engineers attended

to the home emergency but the source of the leak couldn't be determined. I think Aviva could've done more to ensure a plumber had been sent out around this time.

I've considered the parts of the claim that were not handled as well as they could've been, and the impact on Mr P as a result. It's not disputed that Mr P was let down by Aviva's poor claim handling. Mr P was left with the issue remaining unresolved until several specialist had attended his property. He had to take time out of his day for these appointments to happen, only for another appointment to be scheduled. I accept this can sometimes happen on claims like this, but I think Mr P was inconvenienced beyond what we'd usually expect.

Having considered our award bands I'm persuaded £250 is fair and in line with what we'd direct in the circumstances. This recognises Aviva should've done more to prioritise sending a plumber to investigate the leak early on in the claim, which might've prevented some of the delays on the claim, but also that the outcome of the claim itself remains unchanged.

### **Putting things right**

Aviva Insurance Limited is directed to:

1. Pay Mr P £555.34 towards the cost of the repair invoice for £2,949.60; and
2. Pay Mr P £250 for distress and inconvenience.

If any of the amounts under this direction have been paid already, Aviva Insurance Limited is directed to pay the outstanding amount only.

### **My final decision**

For the reasons provided I uphold this complaint.

Aviva Insurance Limited is directed to follow my directions for putting things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 24 April 2025.

Neeta Karelia  
**Ombudsman**