

complaint

Mr S complains about what happened when he tried to use the emergency insurance provided by Aviva Insurance Limited. Mrs S brings this complaint on her husband's behalf.

background

Mrs S told us about two claims made on Mr S's Aviva home emergency cover.

Mrs S said that she'd rung Aviva about a broken tap in 2017. Aviva didn't manage to fix it. Mrs S said that the engineer had told her that those washers are too difficult to find. So she contacted the manufacturer, who sent her a washer. Mrs S said that wasn't the focus of her complaint, but she wanted us to know that Aviva had let her down each time she'd called.

Mrs S said that she also called Aviva in March 2018. The roof on her home had partially collapsed, so she had water pouring through a ceiling. That water had also caused all the electrics in the house to blow. Mrs S said that she was on the phone for almost an hour, holding to speak to Aviva. But then the phone stopped working too. Mrs S emailed instead, and told Aviva that it was an emergency. She got an automatic response which said that she would hear in 5-10 days. But she didn't get any response at all, not even days later.

Mrs S said that she complained, and told Aviva she wanted it to pay back the premium that Mr S had paid for the service.

Mrs S said that on 19 March she rang to cancel the policy. She rang again in early April, because she hadn't heard from Aviva. It eventually wrote to her on 15 May, saying that it hadn't got a full response for her complaint yet, but she could bring her complaint to our service because it was taking so long. Mrs S wanted us to look into this.

Mrs S said that she and her husband pay a premium of £613 per year, but on the two occasions this year she'd had to call, Aviva hadn't provided the service she had paid for.

Mrs S said that Aviva had now paid her £273.57 which it said was for not covering taps, and for what it would've cost to send out a roofer and an electrician. Mrs S said that her home insurance had sent a roofer out, and paid for this. Mrs S still wanted the £613 she had paid for the insurance returned.

Aviva said that Mrs S had complained about two claims she'd made.

Aviva said that the first claim was made in July 2017. An engineer went out and said he wasn't able to repair the tap. He offered a replacement from the stock he had with him, but Mrs S didn't want that. So he said that he would contact the manufacturer who would send out the part for repairs.

The claim for the leaking roof was made in March 2018. Aviva said that this was a particularly busy time for it, because of the very bad weather at the time. There was a wait time of several hours to speak to it, and its online claims registration system had crashed.

Aviva said it wouldn't have completed full repairs to the damaged roof. That wasn't covered under this policy, so Mrs S would always have had to contact her home insurer about that. So if she had got through, all it would've done about the roof would be to take emergency

steps like place a tarpaulin over the damaged area. But it would've sent an electrician out to inspect the electrics at the property.

Because Mrs S said she hadn't been able to get through on the phone, Aviva had paid Mrs S what it would've paid to send a roofer and an electrician out, which was £173.57, and it had paid her £100 in compensation too, £50 each for the problems she'd experienced with both claims.

Our investigator didn't uphold this complaint. He said that what our service does when something has gone wrong is to try to put the person back in the position they would've been in if that hadn't gone wrong. And he thought that Mr S was in the position he'd have been in if his claim had gone ahead. Aviva had also paid £100 in compensation. So he didn't think that Aviva had to do any more.

Mrs S didn't agree with that. She said that she wasn't getting what she had paid for, which was emergency repairs. She said that she'd mentioned the tap problem so that we would know that Aviva wasn't providing the service it offered. She said that if Aviva is offering a home emergency service, then it should have enough staff to answer the phones. Offering to get back in touch after ten days isn't good enough. And Aviva didn't even do that.

Mrs S said that Aviva was still better off paying the call out cost to her than it was giving her back the premium she had paid. She said that our rules needed to be rewritten because they were in favour of the insurer who could make a profit without doing any work. That shouldn't be allowed. She said that she thought that Aviva refunding her premium for the year would've been the decent thing to do.

Mrs S also said that she thought she was paying for cover in the case of emergencies. She hadn't had that cover, and she said Aviva had made a profit of almost £400 for doing nothing. She said that she didn't think that was fair. She certainly didn't think it was fair to sell home emergency cover then not help when an emergency happened. She didn't think that Aviva should be able to keep the rest of her money.

Because Mrs S didn't agree with our investigator, the case was passed to me for a final decision.

my provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've reached a different conclusion on this complaint to our investigator. Because of that, this decision will be provisional, and I'll give both sides a chance to comment before I make a final decision.

Mr S has insurance for home emergencies with Aviva. That covers plumbing and drainage, electrics, and security. Security includes providing temporary repairs to roofing. Although Aviva has stressed that it would never have carried out full repairs to Mr S's roof, it does seem to have accepted that both the incidents Mrs S told us about were covered under this policy.

Mr S's policy states that if his incident is an emergency, or if his property is unsafe, then his claim will be given priority.

Mrs S claimed for a faulty tap. An engineer attended, and did offer to make a repair. I appreciate that this was an unsatisfactory offer, because it would've meant having a new tap installed which Mrs S didn't want. But someone did come out, and they did make some attempts to help. Mrs S later solved the problem herself.

I think that Mrs S was provided with poor service on that occasion, which Aviva has acknowledged. It paid £50 for that. I think that's a reasonable resolution to this part of Mr S's complaint.

But Mrs S told us that this wasn't really the main reason she had complained. She just mentioned it so that we knew that Aviva had let her down before. The main concern she had was that she had no response at all from Aviva in March, when her roof collapsed and all the electricity went off in her home.

Aviva has pointed out that extreme weather conditions meant so many people were trying to get through, that there was a very long wait to contact it over the phone, and that its online claims registration service had crashed entirely. I think it's reasonable for Aviva to say that its resources would be stretched during this time. But I think it's also fair to note that Aviva is providing insurance for home emergencies. The cover that it provides will always be subject to far more demand during especially cold weather. And Mrs S has told us that she has this insurance so that she has some cover in the case of emergencies.

Mrs S wasn't able to get through to Aviva on the phone, and although she emailed, she received no response at all to that contact. I think that Aviva provided Mrs S with poor service, at an extremely stressful time.

Mrs S isn't out of pocket for the repairs to her home. Her home insurer is covering the cost of the roof repairs.

Aviva has paid Mrs S what it would've paid to send a roofer and an electrician to Mrs S's home, and it has paid £50 in compensation because Mrs S wasn't able to get through.

Mrs S says that Aviva is making a profit out of her, and it shouldn't be able to do that. But I think that it's important to note that Aviva has paid what it would've paid for the work that was needed on Mrs S's home. I don't think that Aviva also has to pay Mrs S back the premium she paid, because it hasn't provided the service she expected.

Our investigator said that he expected Aviva to put Mrs S back in the position she'd have been in if it had gone to her home when her roof collapsed. That is one of the things that our service tries to do. So if Mrs S had paid someone else to make emergency repairs to the roof, I might have asked Aviva to pay back that cost.

But I've said that Mrs S isn't out of pocket. So Aviva has taken a different approach. It has said that it still thinks it should pay, now, for the work that it should've done to help Mrs S. Otherwise, it would be saving money by failing to provide a service which Mrs S was entitled to expect under her policy. I think that's a reasonable thing for Aviva to do.

But I think it needs to do a bit more in this case. That's because Mr S bought this policy so he and Mrs S could have some peace of mind, that if an emergency happened, they'd be covered. And they didn't get the help they were expecting. I think that the amount of £50 that Aviva has paid for this isn't enough to make up for the distress and inconvenience that Mr

and Mrs S experienced. Their roof had partially collapsed, and all the electricity had gone off. Mrs S tried to get Aviva to help, and couldn't even get in touch with it.

I think that a total compensation payment of £150 would be the right amount to make up for what went wrong here. I understand that Aviva has already paid Mrs S £50 in compensation for this complaint, and if that's right, then it should pay Mrs S a further £100 in compensation now.

my provisional decision

My provisional decision is that I intend to tell Aviva Insurance Limited to pay Mrs S an additional £100 in compensation, on top of the money it has already paid her for this complaint.

If either party has anything further to add, they should do so by 1 April 2019. I will then reconsider the complaint before reaching my final decision.

Esther Absalom-Gough
ombudsman