

complaint

Mr F complains that Aviva Insurance Limited is responsible for poor service under his home emergency insurance.

background

Mr F had home emergency insurance branded with the name of a home assistance company and underwritten by Aviva. He called for help with a leak of water. He complained that his insurer was responsible for some poor service and workmanship. In its final response, the home assistance company said it would pay Mr F £80. It also offered to reimburse - on receipt of an invoice- £360 Mr F's engineer had quoted for further work.

Our investigator recommended that the complaint should be upheld in part. He thought that the company's offer to pay £360 was reasonable. But the investigator said that outside Mr F's property there had been a bucket of rubble which he said had been there for a month. The investigator recommended that Aviva should increase its offer of £80 to £150.

Mr F disagrees with the investigator's opinion. He says, in summary, that – if the company had acted differently - he would've saved two weeks to sort the floor out.

Through the home assistance company, Aviva also disagrees with the investigator's opinion. It says in summary that – apart from Mr F's photo showing access through the wall - it has no record of rubble being left at the property or Mr F having to arrange for it to be collected.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Home emergency policies provide urgent help to prevent further damage and to restore essential services. But that sometimes can't be done without breaking open floors or walls. And home emergency policies don't usually provide for putting back finishes or floor coverings to how they were before.

In Mr F's case, Aviva was the insurer responsible for dealing with claims. So where I refer to Aviva or the insurer, I include the home assistance company, its workers and others for whose actions I hold Aviva responsible.

I've thought about what Mr F and the home assistance company have each said. From that, I think Mr F had a water pipe under his kitchen floor. He thought an internal valve was leaking but the home assistance company heard a leak from the pipe. And Mr F didn't want anyone to dig up his floor. So the company proposed to bring the water supply into the property at a different point and to by-pass the leak.

There was some delay due to a warning notice about digging outside near a gas installation. From the photographs of it, I agree with Mr F that the home assistance company might've noticed that sooner. And Mr F had taken time off work for several visits.

Overall it had taken about a month before the home assistance company re-routed the pipe through Mr F's bedroom. From the photographs I can see why Mr F found it unsightly. But I

don't accept his complaint that the work was "*unauthorised*". I don't think he was there when the company did the work. But a member of his family was.

I've looked carefully at the photographs. I can't make out any lasting damage to the floor. And Mr F hasn't provided any estimate or invoice for work to repair it.

The photographs include some evidence of disruption outside the house – and a bucket of rubble. On balance I accept Mr F's statement that it was there for about a month.

Overall I think there were some delays, poor communication and other shortcomings in the service for which Aviva bears responsibility. I don't doubt that these caused Mr F some extra inconvenience and upset in what was already a difficult situation for him.

From its file, I think that the company offered to re-route the pipework again - this time via the roof-space. When Mr F didn't accept, it offered to reimburse the £360 Mr F said his engineer had quoted to solve the issue of the bedroom pipework, provided that he sent in the invoice. It also made a "goodwill" payment of £80.

I think the offer was along the right lines but didn't quite go far enough. I find it fair and reasonable to order Aviva to pay Mr F – in addition to what it has already offered and paid – a further £70 for trouble and upset.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order Aviva Insurance Limited to:

1. reimburse Mr F up to £360 provided that he sends it written evidence from a contractor that he has paid for work to resolve the issue of the pipework in his bedroom;
2. pay Mr F – in addition to the £80 already paid - a further £70 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 27 December 2017.

Christopher Gilbert
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