

The complaint

Mr M and Mrs M complain about the way Aviva Insurance Limited handled a claim against their home emergency insurance policy.

Reference to Aviva include its agents.

What happened

Mr M and Mrs M held a home emergency insurance policy which was underwritten by Aviva. On 25 October 2023, Mr M reported an issue with the downstairs toilet, and water overflowing over the floor. Aviva sent engineers out the following day, they unblocked the toilet, tested it, and left it running in working order.

Mr M and Mrs M complained about the mess caused by engineers. They said sewage water was walked through the house, a towel and bathmat were used to soak up water, and it took them hours to clean up.

Then, on 28 October 2023, Mr M and Mrs M contacted Aviva to report a further issue with the toilet. They said they had disabled guests arriving that required access to the toilet, and therefore requested Aviva sent an engineer that day. Aviva couldn't do this, however; it could only provide an engineer appointment for the following morning.

Mr M and Mrs M didn't think this was reasonable, so they appointed a local engineer to attend that day. The engineer attended over two days, unblocked the drain, found the sewage pipe was displaced in multiple areas, and charged Mr M and Mrs M £420 for the visit.

Prior to the local engineer attending, Mrs M phoned Aviva to cancel the appointment for the following morning, complain, and to request Aviva reimbursed the cost of the local engineer callout. Mrs M says Aviva agreed to do this during the call.

Following the local engineers visit, Aviva reattended in November 2023 to complete works to the pipe. Mr M however says Aviva weren't forthcoming with information when he asked it to show the repairs were completed. Mr M also required access to the downstairs toilet due to his health, he didn't want to use it until he knew the problem was resolved, and not having access to it caused him pain and discomfort.

Mr M and Mrs M raised complaints with Aviva. The crux of their complaints is as follows:

- Aviva failed to diagnose the fault having been called out on numerous occasions prior to October 2023 for the similar problems with the drainage. And Aviva's engineers caused a great deal of mess during the 26 October 2023 visit.
- Aviva provided an unreasonable appointment date after they called it on 28 October 2023, which left them with no choice but to arrange their own local engineer. And it should reimburse the costs they incurred having told Mrs M it would.

Aviva responded to the complaint not upholding it. It said water was already overflowing from the toilet when Mr M called it, so its engineers weren't responsible for the mess caused. It didn't accept it told Mrs M the cost of the local engineer would be reimbursed. And the policy is designed to resolve an immediate problem – which is what its engineers did. As Mr M and Mrs M remained unhappy, they asked our Service for an impartial review.

The Investigator didn't recommend the complaint be upheld as he thought Aviva acted in line with the policy terms when assisting Mr M and Mrs M with the issues they reported in October 2023. As Mr M and Mrs M didn't agree, the case was 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.

Mr M and Mrs M complain, broadly, about the way Aviva handled matters after reporting issues at their home in October 2023 to it. So, my starting point is the policy terms. Under the “*policy coverage*” section of the policy, it says:

“Plumbing and Drainage: You are covered for problems relating to your plumbing and drainage. The engineer will resolve the immediate problem by repairing or replacing leaking pipes; clearing blocked drains; repairing taps; restoring toilet facilities, repairing leaking overflows; investigating the causes of noisy pipes and quietening these where they can be accessed. The engineer will leave a blocked drain running clear or repair a damaged section of drain which is leaking or causing a permanent blockage...”

Mr M reported a problem to Aviva on 25 October 2023 with the downstairs toilet, and water overflowing all over the floor. So, Aviva sent engineers out the following day. The claim notes suggest they unblocked the toilet, tested it, and left it running away fine. Therefore, it follows, I find Aviva resolved the immediate problem Mr M reported within a reasonable timescale – and in line with the policy terms.

Mr M and Mrs M say Aviva's engineers left a great deal of mess they caused during this visit. Mr M provided a photo showing some dark water on the floor of the bathroom, but he hasn't provided photos of other areas of their home they say the engineers walked sewage water through.

In any case, in response to this aspect of the complaint, Aviva made some enquiries with the engineers which I'm satisfied was a reasonable step for it to take. The engineers said the mess was present when they arrived, they hadn't used towels to soak up water (they were already being used), and they didn't make any more mess than what was present when they arrived.

All things considered here; I find Aviva's decision to decline liability for the mess to be a fair and reasonable one, and not contrary to the evidence. I say this because Mr M had informed Aviva – prior to the engineers attending the following day – that water had already flooded the bathroom. Therefore, it follows, I place more weight here on Aviva's conclusion that the mess was more likely than not present when the engineers arrived, rather than it being caused by them.

Mr M and Mrs M contacted Aviva again on 28 October 2023 as Mr M identified further issues with the toilet. They had guests arriving that needed access to this toilet. Therefore, they thought Aviva should have prioritised them, and sent engineers the same day.

I must explain that a home emergency policy is designed to assist a policyholder when they require assistance following a problem in the home. It's not intended to provide an emergency service – for example, deploying engineers instantly when things have gone wrong. Rather, an engineer's appointment will be subject to availability within that local area at the time, other callouts, and the live diary used to schedule appointments, amongst other things.

Further, the policy – in my view – under the general conditions sets out clearly that when a claim requires an engineer's visit, Aviva will send engineers within a *reasonable timescale*. Aviva escalated Mr M and Mrs M's request for assistance and was able to provide an appointment for the following day. All things considered; I'm satisfied an appointment for the following day was both reasonable and in line with the policy terms.

Mrs M phoned Aviva on 28 October 2023 to cancel the next day appointment because she didn't think this was a reasonable timescale. She also told Aviva she had contacted a local engineer to visit that day and expected the costs of this visit to be reimbursed to her. And she says Aviva agreed to this during the call.

I've listened to this call. And I'm not satisfied Aviva provided Mrs M with authorisation to employ her own local engineer, given Mrs M had already instructed a local engineer before calling. Nor do I find Aviva told Mrs M the costs of that visit would be reimbursed to her. Rather, the agent informed Mrs M, broadly, that the complaints team would get in touch with her, she should send the invoice because the team would likely want to see it, and it would be investigated as part of her complaint.

So, it follows, I'm not satisfied requiring Aviva to reimburse these costs would reach a fair and reasonable outcome to this complaint. I say this because I find Aviva provided Mr M and Mrs M with an appointment within a reasonable timescale and didn't authorise Mrs M to go ahead with booking a local engineer because its engineer availability at that time was so unreasonable.

Finally, I note Mr M and Mrs M have said the final works completed by Aviva on the pipe hasn't provided an effective repair. Our Service is only able to consider a complaint a business has had the opportunity to respond to. Therefore, Mr M and Mrs M would need to direct their concerns to Aviva in the first instance. I haven't considered this aspect as part of this complaint Aviva responded to in November 2023.

Therefore, it follows, I don't require Aviva to take any action here. I accept my decision will disappoint Mr M and Mrs M. But it ends what we – in attempting to informally resolve their dispute with Aviva – can do for them.

My final decision

For the reasons I've mentioned above, I've decided not to uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 5 August 2024.

Liam Hickey
Ombudsman