

The complaint

Mrs D complains that Aviva Insurance Limited is responsible for poor service in connection with a home emergency insurance policy.

What happened

The Financial Ombudsman Service deals with a consumer complaint against one insurance company or other regulated financial firm at a time.

Where a complaint is about a claim under a policy, we treat it as a complaint against the insurance company that was responsible for dealing with the claim. In our final decision we name that company but we don't name any other party.

Mrs D had a policy in the name of a home assistance company. It was subject to a policy excess. The policy didn't cover sludge, scale or rust within the system.

Aviva was the insurance company responsible for dealing with a claim. Where I refer to Aviva I include the home assistance company and others for whose actions I hold Aviva responsible.

In October 2019 Mrs D called for help with her central heating boiler. So she was making a claim under the policy.

She complained that Aviva incorrectly cut off her boiler and then gave her further poor service.

By a final response letter dated 3 January 2020, Aviva offered Mrs D £500.00 compensation. Unhappy with that, Mrs D brought her complaint to us later that month.

Our investigator didn't recommend that the complaint should be upheld. She thought that the offer of £500.00 was fair in the circumstances.

Mrs D disagreed with the investigator's opinion. She asked for an ombudsman to review the complaint. She says, in summary, that we should assess compensation separately for cutting off her boiler and for other poor service such as making marks on her carpet.

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.

Boiler issue

On the first visit, Aviva reported that the pilot light wasn't working. So I think Mrs D was already without a working boiler.

Aviva categorised the boiler as "immediately dangerous" as there was no access to the flue in a sealed chimney. Aviva said Mrs D should get some bricks removed from the chimney. Aviva also said she might need a new boiler. I accept Mrs D's statement that Aviva also cut off the gas pipe.

All that caused unnecessary upset and inconvenience. Aviva visited again the following day and agreed the boiler wasn't dangerous. It fixed the boiler fault.

Later issues

The final response letter accepts that the second engineer damaged some TRV's (thermostatic radiator valves). Mrs D also reported some cold spots on her radiators. At first Aviva said that, before another visit, she would need to pay the policy excess. But Aviva agreed to waive this.

Aviva missed two appointments for which Mrs D had taken time off work. Then Aviva didn't have the right parts to fix the problem with the radiators. I accept that Mrs D and her daughter had to chase for updates.

I accept Mrs D's statement that Aviva made marks on her carpet. Aviva says it resolved the radiator problem on 23 December 2019.

Mrs D says Aviva told her she needed a new part in her airing cupboard. She says that wasn't correct and she was without heating until early January 2020 when an independent engineer fixed the problem by flushing her system.

However, I find that the only likely cause of the need for a flush was sludge or scale. The policy didn't cover that. So Mrs D would've had to arrange and pay for a flush in any event.

Overall I accept that Aviva's service fell below a reasonable standard and caused Mrs D distress and inconvenience.

But Aviva offered £500.00 compensation. And that's more than I would've found fair and reasonable if Aviva hadn't offered that amount. So I don't find it fair and reasonable to direct Aviva to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Aviva Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 27July2020.

Christopher Gilbert
Ombudsman

