

The complaint

Mr D is unhappy with the way Aviva Insurance Limited (Aviva) handled his claim under his home emergency policy for a boiler fault.

What happened

Briefly, Mr D claimed under his policy for a boiler fault. Because Aviva couldn't send anyone out soon enough for him, Mr D engaged his own contractor to identify the fault. The contractor told him that previous annual boiler services hadn't been done correctly.

Mr D asked Aviva to repair the fault, and he complained about the availability of appointments, the standard of boiler service, and damage to a clip on the front of the boiler.

Aviva accepted that it hadn't provided an acceptable service. To resolve the matter, it:

- refunded the value of the last three services;
- refunded the premium paid for the gas element of the policy;
- reimbursed Mr D £192 for the private contractor's fee;
- paid £120 towards a service of Mr D's choice;
- refunded the £60 policy excess, and
- paid £200 compensation.

Mr D didn't think Aviva had done enough, but it didn't increase its offer.

Our investigator agreed that Aviva hadn't handled Mr D's claim as well as could be expected. However, he thought that Aviva's offer to refund premiums and compensate Mr D for the inconvenience and upset was fair. Our investigator didn't think Aviva needed to do anything more.

Initially, Mr D agreed but he then asked for an ombudsman's decision because he felt that he and his family had been in danger because of Aviva's actions. The complaint 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.

While I realise Mr D will be disappointed, I've decided not to uphold his complaint for broadly the same reasons as our investigator. Let me explain.

Firstly, I'd like to clarify the parts of this complaint I've considered. Mr D's home emergency policy comprises two separate contracts: one for the annual boiler service and one for emergency repairs. As the boiler service contract isn't provided by Aviva, and it isn't a regulated service, I can't consider any part of the complaint which relates only to the annual service. For clarity, I can't consider the following parts of Mr D's complaint:

- Incorrect annual boiler service.
- Perceived danger because of incorrect annual service.

- Damaged clip on boiler cover during annual service.

The contract for the home emergency repairs is a regulated service underwritten by Aviva, so my decision is only about the parts of Mr D's complaint relating to the emergency repairs.

Moving on, it seems that the facts of this complaint are not in dispute, so I'll focus on the reasons for my decision.

I can see that Mr D experienced delays with appointments for the boiler fault, leaving him without hot water and heating. Because Aviva couldn't provide an appointment sooner, he engaged a private contractor. Aviva accepted that it hadn't handled the claim as well as it could've done and reimbursed Mr D £192 to cover the full cost of the contractor. I'm satisfied that Aviva put matters right here because it meant Mr D had the work done at no cost to him. This is the service he should've received under his policy, although he would've paid an excess of £60. So, I'm satisfied that Aviva put matters right, here, and I won't be asking it to do any more in respect of this issue.

Aviva carried out further repairs on Mr D's boiler. After considering his complaint, it refunded the excess of £60 which he'd paid for those repairs. The policy terms allow for Aviva to charge the excess, but I think it was reasonable that it refunded the payment given the poor service Mr D had experienced. Again, this meant Mr D had the work done at no cost to him, so I'm satisfied that Aviva resolved this matter fairly.

Because of the overall poor service, Aviva refunded to Mr D the premiums he'd paid for the repair element of the contract. By refunding the premiums, Aviva has put Mr D into a position as if he'd never had the contract. I can see that, at times, Mr D received the service he'd paid for, albeit to a standard he was unhappy with. So, I'm satisfied that Aviva has done enough here because it provided a service which, essentially, Mr D hasn't paid for.

In addition to the refund, Aviva paid £200 compensation to Mr D in recognition of its service shortfalls. While Mr D doesn't think the compensation is enough, I don't agree. I know he feels he and his family were in danger, but that's because of his dissatisfaction around the annual boiler service. Aviva was only responsible for the repairs and it has either carried out the repairs or reimbursed Mr D for those his own contractor completed. The compensation it paid is in addition to the refunds, by way of apology. I'm satisfied that it's a fair sum and in line with what our service would require. I see no reason to ask Aviva to increase the compensation.

I understand Mr D remains upset by his experience and he doesn't think Aviva has done enough. I realise he'll be looking at the whole experience, but I must stress that Aviva isn't responsible for the annual boiler service contract so I can't ask it to put anything right in respect of those issues. My decision is only about the repair contract and, as I've explained above, I'm satisfied that Aviva has done enough to put matters right and I won't be asking it to do any more.

My final decision

For the reasons given above, my final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 9 September 2021.

Debra Vaughan
Ombudsman

