

## **The complaint**

Miss S is unhappy with the time she was without heating and hot water due to Aviva Insurance Limited's (Aviva) delays handling her claim for a broken boiler. Miss S had contents and buildings insurance with Aviva, which included home emergency cover for her boiler.

## **What happened**

Miss S claimed under her policy for her broken boiler. Aviva sent an engineer the following day, who told her the boiler was beyond economical repair (BER). The engineer said Aviva would send a report within 24 hours. Miss S didn't receive any contact from Aviva, so she chased an update on two occasions. Aviva provided heaters while waiting for the engineer report, and the next day it confirmed to Miss S that her boiler was BER. In line with the policy, Aviva paid Miss S £500 towards a new boiler.

Miss S complained that she'd been without heating and hot water for almost two weeks. Aviva acknowledged its service delays and offered £55 compensation for five days without heating and hot water, and for the failure to call when it promised to do so on two occasions. Miss S didn't think the compensation was enough. Aviva increased its offer to £100, but Miss S still felt it didn't adequately compensate her for the time without heating and hot water.

Our investigator didn't uphold Miss S's complaint. He agreed that Aviva hadn't handled the claim as well as it could've done, but he thought it had done enough to apologise to Miss S for its mistakes. Our investigator didn't think Aviva needed to do any more.

Miss S didn't agree, so 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 Miss S will be disappointed, I've decided not to uphold her complaint. I'll explain why.

The circumstances of this complaint are not in dispute. Aviva accepted that it didn't handle Miss S's claim as well as it could've done and it apologised, offering £100 compensation. But Miss S doesn't think that's enough, and she'd like Aviva to review its service and make improvements.

I've looked at the evidence to decide whether Aviva's offer is fair.

Aviva sent an engineer to inspect Miss S's boiler on 28 April - the day after she raised her claim - and promised to send a report by the following day. There's nothing in the policy to suggest anything here should've been done sooner, so I don't think this timescale is unreasonable. It's at this point that avoidable delays occurred. Aviva's engineer didn't send the report until 3 May – four to five days later than promised. Aviva told Miss S on that same

day that her boiler was BER and raised a payment of £500 towards a new boiler in line with the policy. Had Aviva handled the claim in the promised timescales, Miss S would've had confirmation that she needed a new boiler four or five days sooner. So, I'm satisfied that Aviva was responsible for avoidable delays of five days at most.

I understand it wouldn't have been comfortable for Miss S to be without heating and hot water, but Aviva is only responsible for five days of delay, so that's the period for which compensation is warranted.

Aviva offered £55 for the delay and its failure to contact Miss S when it should've done. It increased its offer to £100 when Miss S complained. Taking into consideration that Aviva provided heaters for Miss S the day before it told her the boiler was BER, and I haven't seen anything in the evidence to suggest Miss S experienced unusual hardship or additional costs during the five days she waited for Aviva's report, I think its compensation offer was fair.

In summary, I'm satisfied that Aviva acknowledged its delays handling Miss S's claim and made a reasonable offer of compensation by way of apology. Otherwise, Aviva handled the claim in line with the terms of the policy, so I see no reason to ask it to do any more.

Miss S wanted Aviva to review the way it handles this type of claim and improve its customer service. My decision, here, is about putting matters right for this complaint. So, although Aviva has already confirmed it took away lessons from the way it handled Miss S's claim, I won't be requiring any further action.

### **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 Miss S to accept or reject my decision before 31 March 2022.

Debra Vaughan  
**Ombudsman**