

The complaint

Mr Y complains about the way Aviva Insurance Limited (Aviva) has handled his claim under his home emergency insurance policy. He's unhappy that it made the incorrect diagnosis, and this resulted in delays to the repair.

Any reference to Aviva includes agents and representatives acting on its behalf.

To resolve the complaint, Mr Y would like to be compensated for the delays and doesn't think the amount currently offered by Aviva is acceptable.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving my reasons for my decision.

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.

Having done so, I consider Aviva has already fairly offered to resolve matters for the following reasons:

- There's no dispute things didn't go as they should have. Aviva has acknowledged it could have done more to correctly diagnose the issue with the boiler at the initial visit. It also accepted had it done so Mr Y may not have had to face multiple visits from its engineers and the repair could have been fixed sooner. Aviva also accepted it provided Mr Y with incorrect information that his boiler was beyond economical repair (BER) when it wasn't.
- If Aviva had correctly diagnosed the problem at the initial visit and taken the appropriate steps, I think it's unlikely Mr Y would have needed to wait as long as he did to have the issue resolved. So I do think Mr Y has been inconvenienced and it's right he should receive some compensation.
- When Aviva told Mr Y that the boiler was BER it sent him a payment of £200, Aviva has told us that it hasn't requested this payment back even though it now accepts the boiler wasn't BER. It's also offered to pay Mr Y an additional £360 compensation in recognition of the poor service and delays throughout his claim. What's therefore left for me to consider is whether the compensation Aviva offered is proportionate to the inconvenience Mr Y was put to.
- The power to make such an award is provided for in DISP Rule 3.7.2 of the Financial Conduct Authority Handbook, which sets out that I can award fair compensation for distress or inconvenience experienced by a customer. But such an award must be a proportionate reflection of the impact that a business's actions (or inactions) have had. And in order to award further compensation to Mr Y, I would have to be satisfied

that the wrongful actions of Aviva caused him, significantly greater impact than the distress, upset and worry that he's told us it caused, which I'm not persuaded it has in these circumstances.

- I recognise Mr Y feels the compensation already offered falls short of an acceptable amount, given what he's said about the per day/per person ratio. But we look at the overall impact a business's mistake had on the complainant – rather than awarding based on units of time or individual hourly/daily rates. I see no reason to depart from this approach.
- I've thought about everything Mr Y has told us about the impact this had on him and his family. This includes the time taken for Aviva to resolve the issue, his individual circumstances, and the number of attendances from engineers that were needed. I appreciate that the experience would have been entirely frustrating to Mr Y, but I don't consider the actions of Aviva to warrant any further compensation at a higher level. I can see Aviva did attempt to deal with the boiler issues (although not always necessarily to Mr Y's satisfaction), and Aviva have since acknowledged that its service did fall below standards and have apologised.
- I note Mr Y feels the £560 offered by Aviva doesn't adequately represent his upset and inconvenience caused. But awards for distress and inconvenience from this service are generally modest. It isn't the role of this service to punish businesses. I think the amount offered is fair and in line with amounts awarded by this service in similar cases.

I recognise Mr Y is likely to be disappointed with my findings. But, in the circumstances, I'm satisfied Aviva's offer of £560 in compensation of his complaint is a fair one.

My final decision

For the reasons given above, my final decision is Aviva Insurance Limited has already fairly resolved the complaint. I require Aviva Insurance Limited to pay Mr Y the remaining £360 if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 23 March 2022.

Jag Dhuphar
Ombudsman