

The complaint

Mr D complains that Aviva Insurance Limited mishandled his claim on a home emergency insurance policy.

Where I refer to Aviva, I include the home emergency assistance company and others insofar as I hold Aviva responsible for their acts or omissions.

What happened

For the year from March 2021, Mr D had a home emergency policy that covered plumbing and electrics. Aviva had responsibility for dealing with claims.

On 8 May 2021 (a Saturday), Mr D had no electricity. So he called Aviva for help. But Aviva didn't fix the problem. Mr D complained that Aviva left him without electricity for nearly a week before it declined to help, and he got someone else to fix the problem. He complained that he had suffered inconvenience and loss of food in his freezers and fridge.

By a final response dated late May 2021, Aviva made an offer of £500.00 for compensation and contribution towards food wastage. Mr D brought his complaint to us in June 2021.

our investigator's opinion

Our investigator recommended that the complaint should be upheld. He thought that Aviva had caused food wastage of £800.00 and trouble and upset to Mr D and his wife. The investigator recommended that Aviva should pay Mr D (in addition to its offer of £500.00):

1. a total of £800.00 for food wastage; and
2. £200.00 for the trouble and upset this matter had caused Mr D.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr D and to Aviva on 26 January 2022. I summarise my findings:

Aviva caused delay by its prevarication and poor communication about what the policy covered. And its delay unnecessarily extended the time for which Mr D was without electricity.

Aviva's file has a note that on 2 June 2021, Mr D mentioned a figure of £600.00 for wasted food. Our file has a note that on 9 June 2021, Mr D mentioned a figure of £600.00 for wasted food. But on the same day, Mr D sent us a handwritten list that he had recently made from memory totalling over £800.00.

I was reluctantly forced to the conclusion that – during a difficult and busy time – Mr D's memory played tricks with him. I found his recollection unreliable. So I didn't

agree with the investigator that it was fair and reasonable to direct Aviva to pay him compensation for wasted food.

The delay in restoring electricity caused him inconvenience.

Subject to any further information from Mr D or from Aviva, my provisional decision was to uphold this complaint in part. I intended to direct Aviva Insurance Limited to pay Mr D insofar as it hasn't already paid him, £500.00 for distress and inconvenience.

Aviva accepted the provisional decision but says it's not a "change in outcome".

Mr D disagreed with the provisional decision. He says, in summary, that:

- His list is typical of their freezer storage at any time. They have especially been organised during the lock-down period.
- His wife makes ready-made meals, casseroles, soups, pies, fruit desserts and much more. All of these taking time and care and it was very upsetting throwing it in the bin bags.
- They had been ordering several take-away or ready-meals at a time, re the lock-down situation.
- They have taken a rough figure with regards some values of items.
- They rarely keep food shopping receipts.
- They sold the property in June 2021, but by agreement of the purchaser stayed on there for a further 3 months until the end of August 2021.
- The inconvenience and trouble this situation have unnecessarily caused is excessive.

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 D has told us that he was living with his wife. He says that their immediate family had left home, but they have a wide extended family. He has sent us photographs showing that he had two freezers in addition to a fridge/freezer.

The policy covered a domestic electrical system up to 240 volts.

Mr D already had a problem when he contacted Aviva on Saturday 8 May 2021. That's why he contacted Aviva. Aviva sent an electrician. He identified that Mr D had a three-phase supply. The electrician said Mr D needed a new phase three main switch.

On Sunday 9 May 2021, Mr D made several calls to Aviva, but no electrician attended.

On Monday 10 May 2021, an electrician visited Mr D's property and confirmed that he needed a new phase three unit. From what happened later, Mr D considers that Aviva's electrician was incorrect.

In any event, it took Aviva until Wednesday 12 May 2021 to conclude that the policy didn't cover Mr D's situation because he needed work on a three-phase unit of more than 240v.

Mr D says that he called out his own electrician who said a snail had tripped an electrical box that wasn't the three-phase unit. Mr D says that electrician restored electricity and charged him £20.00. Mr D hasn't provided any receipt or other document from that electrician. So I'm not persuaded that his work was work that Aviva should've done under the policy.

However, I find that Aviva caused delay by its prevarication and poor communication about what the policy covered. And I find that its delay unnecessarily extended the time for which Mr D was without electricity.

If Mr D had hundreds of pounds worth of food in his freezers then I would expect him to be able to provide more detail of where it came from, and at least some documents such as receipts or payment card statements. Mr D hasn't provided much detail or any documents to show the purchase of food.

Similarly, if Mr D was throwing away hundreds of pounds worth of food from his freezers between 8 and 12 May 2021, then I would expect him to have made a list at that time.

Aviva's file has a note that on 2 June 2021, Mr D mentioned a figure of £600.00 for wasted food. Our file has a note that on 9 June 2021, Mr D mentioned a figure of £600.00 for wasted food. But on the same day, Mr D sent us a handwritten list that he had recently made from memory totalling over £800.00.

That list comprises a lot of round numbers. For example it lists £100.00 for restaurant curry. The list also includes multiple items of which most people would keep one at a time. For example it lists two whole salmon totalling £50.00 and two turkey crowns totalling £70.00.

Also, Mr D sold the house in June 2021 and says he moved out in August 2021. I find it likely that by 8 May 2021, the sale was in his contemplation. So most people wouldn't have been keeping hundreds of pounds worth of food in their freezers.

I'm reluctantly forced to the conclusion that – during a difficult and busy time – Mr D's memory played tricks with him. I find his recollection unreliable. So I don't agree with the investigator that it's fair and reasonable to direct Aviva to pay him compensation for wasted food.

I accept Mr D's statement that the delay in restoring electricity caused him inconvenience. For example he couldn't get his car out through the electric garage door. And he had to walk to a friend's house to have a shower.

Putting things right

Aviva gave its final response well within the eight-week limit set by the Financial Conduct Authority's rules. And it made an offer of £500.00. That is at least as much as I would've directed if it hadn't made such an offer. So I don't find it fair and reasonable to direct Aviva to pay Mr D any more. But I will hold Aviva to its offer and direct it to pay Mr D the £500.00 insofar as it hasn't already done so.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Aviva Insurance Limited to pay Mr D insofar as it hasn't already paid him, £500.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 25 March 2022.

Christopher Gilbert

Ombudsman