

The complaint

Mrs S complains about the poor service provided by Aviva Insurance Limited when she made a claim on her home emergency insurance policy.

Where I refer to Aviva this includes its agents and claims handlers acting on its behalf.

What happened

Mrs S had a policy providing boiler breakdown cover for many years, underwritten by Aviva.

When her boiler stopped working in November 2021 she called to arrange a repair. The engineer who visited said the boiler was beyond economic repair. So Aviva said it would pay Mrs S £200 towards the cost of a new boiler (in line with the policy terms).

Mrs S was very unhappy and asked for a second opinion. After she made a number of calls to Aviva, it agreed to send another engineer, who was able to repair the boiler.

Mrs S complained that she had been left without heating or hot water at a time when the weather was very cold. Aviva accepted that the boiler should have been repaired at the first visit and offered compensation of £125 for the delay.

As Mrs S wasn't happy with the offer she complained to this service. Our investigator said Mrs S had been very upset and was put to unnecessary trouble chasing Aviva to get the boiler fixed. She asked Aviva to increase the compensation by £75 to a total of £200.

Aviva hasn't agreed to increase the payment. It says the delay was only a few days and £125 is reasonable. Mrs S also hasn't agreed with the proposal. She doesn't think £200 is enough and would like a higher payment. So I need to make a 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.

Aviva accepts that the boiler should have been repaired at the first visit so that's not in dispute. The issue is how to put things right for Mrs S.

Mrs S was left without hot water or heating for a further four days after the initial visit. And it was only because she chased a number of times that Aviva agreed to send another engineer – it refused to arrange this at first, saying the boiler could not be repaired. That wasn't correct.

Mrs S wouldn't have been left another four days without a working boiler if the fault had been diagnosed correctly in the first place. She was reduced to tears and felt let down. It was also inconvenient to have to keep chasing Aviva to get another engineer to visit.

I appreciate that Aviva did apologise and offer compensation. It says the delay was only a few days. But I don't think £125 is a fair amount of compensation in these circumstances. Mrs S had no heating or hot water when the weather was very cold. The point of this policy was that Mrs S would have the reassurance of knowing if her boiler broke down it would be fixed quickly. She had to keep chasing to get things sorted. Taking everything into account, I agree £200 is a fair amount.

Mrs S would like a much higher payment. She's referred to the amount of premiums she has paid over the years and says a loyal customer shouldn't be treated like this. And she says £200 is no deterrent to prevent this happening again. But it's not my role to punish a business; I'm just looking at what's a fair amount to put things right for Mrs S. I appreciate it was very upsetting for Mrs S. But taking into account the distress caused over a period of four days I'm satisfied £200 is a reasonable amount.

My final decision

My final decision is that I uphold the complaint and direct Aviva Insurance Limited to pay a total of £200 compensation to Mrs S for the distress and inconvenience caused to her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 25 April 2022.

Peter Whiteley
Ombudsman