

The complaint

Mr P complains that Aviva Insurance Limited (Aviva) caused him distress and inconvenience when he made a claim on his home emergency insurance policy.

Mr P's policy was with HomeServe Membership Limited but the policy was underwritten by Aviva and so his complaint is against Aviva. When I refer to Aviva, this includes agents and contractors acting on its behalf.

What happened

Mr P had a home emergency insurance policy with Aviva and he called Aviva to book an engineer's appointment when his boiler developed a problem. At first, Aviva told Mr P that his policy was invalid and then that it had been cancelled. Mr P says he spent more than an hour and a quarter in total on the phone before he got through to a call handler who said his policy was valid, meaning he could book an appointment.

When Aviva's engineer visited, he found the boiler casing was rotten in one corner. This meant it was "*at risk*" and so the engineer turned it off. But because the boiler wasn't "*spilling any fumes internally*", the engineer told Mr P the boiler was safe to use and he could switch it back on once the engineer had left. When Mr P switched the boiler back on, initially he had no hot water but this issue resolved itself.

A few days later, and after Mr P had asked Aviva for an update, Aviva told him it couldn't get a new boiler casing, so his boiler was beyond economic repair. Under the terms of Mr P's policy, he was entitled to a replacement boiler. Aviva said a survey was needed for this and an appointment was arranged. Mr P then got a text message from Aviva giving the wrong appointment date. So Mr P had to call Aviva to make sure he had the correct date.

After the survey, Mr P didn't hear from Aviva. He tried to contact Aviva through its webchat for an update but this was unsuccessful. Around a month after Aviva had first visited Mr P about his boiler problem, an appointment was scheduled for the new boiler to be fitted. But the engineer who came said the survey that had been done previously was incorrect and another was needed. Again, Mr P didn't hear from Aviva and so chased to get a new installation date. The new boiler was fitted around two weeks later.

When Mr P complained to Aviva about everything that had happened, it upheld his complaint. Aviva apologised for the poor service Mr P had been given and paid him £250 in compensation. Mr P isn't happy with Aviva's offer. He would like increased compensation for the mental strain Aviva caused him and for the time and effort it took him to sort things out. So he's brought his complaint to us.

The investigator who looked at Mr P's complaint agreed the service Mr P got during the claim process was lower than expected. But she thought Aviva's offer of £250 in compensation was in line with what we'd recommend and so she didn't think Aviva needed to do anything more.

Mr P disagrees. He says compensation of £500 is just and fair given the constant stress and anxiety he's felt and the time and effort it's taken him to sort things out. So his complaint has come 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.

Having done so, I've decided not to uphold Mr P's complaint. I know this will disappoint him but I hope the reasons I'm about to give help him to understand why I've reached this conclusion.

To start with, I should explain our approach to complaints like Mr P's. We're all inconvenienced at times in our day-to-day lives and it's not unusual to experience a certain level of frustration and minor annoyance when dealing with a financial business. So for us to make an award of compensation for distress and inconvenience, we need to see that the impact of a business's mistake on a consumer was more than someone would expect as part of everyday life. And it's important to note that any award we make is for the *impact* of a business's mistake on its consumer – it's not for the mistake itself.

Aviva has accepted there were a number of failings in its handling of Mr P's claim and I think it was right to do so. It must've been worrying and confusing for Mr P to be told by Aviva his policy wasn't valid and then that it had been cancelled. He shouldn't have had to chase for updates throughout the claim process, as he often had to. As Mr P says, this took him time and effort – and inevitably led to a delay in getting a new boiler fitted. It must also have been frustrating to find the correct survey hadn't been done and another was needed – so causing a further delay in the installation of the new boiler. Mr P has described the experience as one that has caused him mental strain, anxiety and stress. And he says the phone calls and chasing up he's had to do have cost him time and effort.

From what I've seen, I think Aviva's failings have caused Mr P considerable distress, upset and worry and have significantly inconvenienced him and disrupted his life considerably over a period of weeks. But I have to bear in mind also that, while shocking, Mr P's experience of being told he didn't have cover was quite short-lived. And, although his old boiler was "*at risk*", he did have full use of it in the period up to the installation of the new boiler.

Taking all of the circumstances of Mr P's complaint into account, I think Aviva's offer of £250 in compensation for the distress and inconvenience it has caused him (and which it has already paid Mr P) is fair and reasonable and is in line with what we would recommend.

My final decision

For the reasons I've given, I don't uphold Mr P's complaint.

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

Jane Gallacher
Ombudsman