

The complaint

Mrs S complains that Aviva Insurance Limited provided a poor standard of service when she made a claim under her policy regarding an issue with her boiler.

What happened

Mrs S held a heating, plumbing and electrics policy with Aviva to cover emergency repairs and her annual boiler service.

On 3 January 2022 she noticed a chemical smell on her landing coming from her airing cupboard and called Aviva.

The engineer came out but failed to diagnose the problem.

Following this visit the smell got worse and Mrs S and her children were all coughing and had headaches as a result. The smell turned to a burning smell and so on 17 January Mrs S called the fire brigade. They identified the issue as coming from a faulty exchange unit on the boiler in the airing cupboard and they isolated it, meaning there was no heating or hot water in the house.

Mrs S called Aviva again and asked them to come out and deal with the emergency repair. She was told she would receive a 24 hour call back but this didn't happen.

An engineer attended on 19 January but was unable to complete the repair as he needed to order parts. These were ordered and a return visit was booked for the following day.

Aviva cancelled this appointment and re booked it for 25 January. Mrs S was upset about this and rang Aviva who gave her an appointment on 23 January.

On 23 January Aviva cancelled the appointment and re booked for 25 January.

The boiler was eventually fixed on 25 January.

Mrs S logged a complaint. Aviva accepted that their service had fallen short of the standard expected and awarded Mrs S £400 compensation for distress and inconvenience. Mrs S accepted this but brought her complaint to us as she thought the award didn't reflect what had happened.

One of our investigators has looked into Mrs S's complaint. He thought that Aviva should pay an additional £300 for distress and inconvenience.

Aviva disagreed with our investigators view and so the case has come to me to review.

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 considered all the information provided, I'm upholding this complaint.

Aviva are in agreement with Mrs S that they have not provided the standard of service that she should have been entitled to expect, but they consider that the £400 they have awarded is sufficient. So, I've thought about what has happened and the impact of those failings in order to determine if £400 is sufficient redress.

There are three areas of failing here for which I consider Aviva should be offering compensation for distress and inconvenience.

Firstly, that the first engineer failed to identify the source of the smell, which subsequently got worse, impacting the wellbeing of the household and causing a bigger repair to be necessary later on down the line. The family had to put up with an increasingly bad smell for over 2 weeks, which caused coughing, headaches and irritation. Aviva's engineers have confirmed that this won't cause any long-term effects, but they accept that this wouldn't have been pleasant during the period that the smell was present.

I can also see that the worsening smell would have been very worrying for Mrs S and it obviously reached a point where she was so worried, she called the emergency services.

In addition, I have taken account of the fact that if the issue had been properly diagnosed at the first visit on 3 January, the subsequent problems wouldn't have arisen.

Secondly, Aviva failed to treat the repair as a priority job once they became aware of it. They had been notified that the Fire Brigade had been involved, and that there was no longer heating and hot water in the property, and that there were two children in the property. It was January, when temperatures are generally at the lowest, and so Mrs S should have been treated as a priority. I also think that given that Aviva were aware that they had failed to diagnose the issue previously, they should have been trying to provide a better customer experience once they became aware of it.

Thirdly, the subsequent cancellation of appointments and poor communication exacerbated the situation at a time when Mrs S was already distressed about what had happened. She had paid a considerable premium for a service to protect her in exactly this situation, and Aviva had repeatedly failed to deliver that service.

I can see that Aviva have argued that the period between the 3 – 17 January shouldn't be included for the purposes of considering an award as the engineer had done a repair on 3 January, albeit for a different issue. However, for the reasons I've outlined above, I don't agree with this. And so, I agree with the investigator that it is appropriate to increase the award, and I'm satisfied that £700 is more in line with what we would award here.

Putting things right

In order to put things right Aviva should pay Mrs S a further £300 compensation for distress and inconvenience, taking her total award to £700.

My final decision

My decision is that I am upholding Mrs S's complaint about Aviva insurance Limited and directing them to put things right as outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or

reject my decision before 22 June 2023.

Joanne Ward
Ombudsman