

The complaint

Mr and Mrs C complain about Aviva Insurance Limited (Aviva) poor service and delay, following a claim under his home emergency policy.

Any reference to Aviva includes its agents.

What happened

Mr and Mrs C held a home emergency policy with Aviva, which covered boiler breakdown and damage, amongst other things. Their boiler broke down and they made a claim. Aviva sent an engineer who deemed the boiler beyond economic repair (BER). Under the policy terms, Aviva could supply and install a new boiler, provided Mr and Mrs C paid for the cost of installation.

Mr and Mrs C verbally agreed for Aviva to supply and fit the boiler and paid a deposit. Following the boiler installation, Mr and Mrs C expressed concerns about it. They believed the boiler installation was in breach of safety regulations. And they said they experienced some poor customer service issues during the claim. So, they raised a complaint.

In its final response, Aviva said the boiler had been installed correctly and in line with current regulations. It accepted Mr and Mrs C had experienced poor customer service, with poor communication, as well as a failure to install an alarm, for which they were charged. For those errors, it initially offered £20 compensation, which was increased to a total of £200, for the trouble and upset caused.

Mr and Mrs C remained unhappy with the outcome, as they felt the installation of the boiler wasn't safe. They said Aviva had belittled and ignored their concerns. So, they referred their complaint to this Service, for an independent review.

An Investigator considered the complaint and didn't agree it should be upheld. She said Aviva had provided information to support the installation was correct and in line with current regulations. She agreed Aviva made several errors during the claim, not only with poor communication but also difficulty in securing appointments. She felt the amount of compensation offered for the stress and inconvenience caused, was fair.

Aviva accepted the view, Mr and Mrs C did not. They reiterated several complaint points and made comments about the impact this had on them. As the matter couldn't be resolved, it has been passed to me for 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.

Having done so, I don't uphold this complaint, for much the same reasons as the Investigator. I understand that this might be a disappointment to Mr and Mrs C, but I hope my findings go some way in explaining why I've reached this decision.

Firstly, I acknowledge Mr and Mrs C have strong views about what happened during their claims process. And I accept the level of service they experienced, was poor. I think it right Aviva acknowledged and apologised for the errors, as well as offered to pay compensation to them. I'm aware Mr and Mrs C have raised several complaint points, all of which I've considered. But given the informal nature of this service, we won't necessarily comment on each point raised, but we will look at the main issues of the complaint.

Mr and Mrs C explained they encountered poor communication which caused them to mistrust Aviva. They had trouble in arranging appointments which caused inconvenience. And even though they had been charged for an alarm to be supplied and fitted with the boiler, this wasn't done.

Aviva apologised for the poor service, which clearly inconvenienced Mr and Mrs C. I think it's fair and reasonable for it to compensate Mr and Mrs C for those errors. So, I've considered the impact of those errors on them, and I do think the errors caused Mr and Mrs C more than the usual levels of frustration when dealing with an insurance claim. And the impact was more than just minimal.

Aviva has offered £200 in total compensation and taking into consideration this Service's guidelines on compensation, I'm satisfied this is in line with those guidelines and what I would've recommended. So, I don't think it's reasonable to direct Aviva to increase the compensation offered.

I've next looked at Mr and Mrs C's concerns regarding the boiler installation. They said the boiler was installed on a temporary basis with gas tape being used, which they felt was unsafe. They also believed the installation had breached current regulations, given the position of the spur. And they had obtained a quote from an independent engineer to move it.

Aviva confirmed it was usual practice to wire boilers temporarily to test they were correctly working. It would mean Aviva would return to complete a permanent installation. I think Aviva should've done more to ensure Mr and Mrs C were fully aware of this, and I can understand the frustration they felt, especially as they believed the installation ought to have been completed within one day.

Aviva reviewed the regulations and confirmed the installation was compliant with the current regulations. It said the connections were placed in the position, to allow for easy access, inspection and for maintenance.

Although Mr and Mrs C have expressed their concerns about the installation and whether it breached current regulations, they haven't provided me with any evidence to support this point. They've provided a quote for the spur to be moved, but I can't see any mention of the regulations having been breached in that quote. Or a report from an expert who confirms the regulations had been breached. So, I'm not persuaded the boiler was incorrectly installed.

Despite this, Aviva has now said it would assess any costs Mr and Mrs C incurred, if they were to obtain a report from a suitably qualified engineer, who finds the installation breached the regulations, and had to correct the installation, which I think is fair.

Taking the above into account, I agree Aviva made a few errors during the claim which resulted in Mr and Mrs C experiencing poor customer service. However, on assessing the impact and the stress and inconvenienced caused, I think the £200 compensation offered is fair in the circumstances. I'm not persuaded it has been shown Aviva has breached any regulations. Consequently, I won't be asking Aviva to do anything further to resolve this complaint.

My final decision

For the reasons given, I don't uphold Mr and Mrs C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 9 May 2024.

Ayisha Savage
Ombudsman