

The complaint

Mr H has complained about the way Aviva Insurance Limited dealt with a claim he made under his Home Emergency policy.

Aviva are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the agent. As Aviva have accepted they are accountable for the actions of the agent, in my decision, any reference to Aviva includes the actions of the agent.

What happened

In February 2024 Mr H made a claim for damage to the fuse box in his home. Aviva arranged for an engineer to attend. The engineer said a specialist engineer was needed due to the type of fuse box in Mr H's home. Mr H said the engineer told him somebody would be in touch, but he didn't hear from Aviva and had to chase for an update.

Aviva said due to the type of fuse box, it wouldn't be able to provide cover as this was usually used for commercial properties. It said it had previously provided assistance as a goodwill gesture, but had explained the type of fuse box Mr H's home had was excluded from cover under the policy.

Mr H brought his complaint to us. In summary he says either the policy wording isn't clear enough, or he does have cover under the policy. Either way, he wants Aviva to cover his claim.

Our Investigator agreed with Aviva that Mr H's fuse box wasn't covered under the policy. But he thought Aviva could have been clearer and given Mr H a response sooner. For the distress and inconvenience caused by this, the Investigator recommended Aviva pay Mr H £100 compensation.

Aviva accepted the Investigator's view. Mr H didn't agree and wants an ombudsman 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.

Aviva's engineer says that the design of Mr H's fuse box is a '3 phase' and this is the equipment used to provide volts of 415 – usually used for commercial property.

Mr H says although his property's fuse box is of this design, he is using 240 volts. And so in summary, Mr H believes Aviva should meet his claim.

Mr H's policy with Aviva says the following:

"What is covered?"

"Failed wiring"

"A breakdown of the fuse box"

Then;

“What isn’t covered

Updating your property’s wiring (except where necessary as part of a repair)

*Any wiring (or devices) not part of the permanent 240 volt electrical supply system
e.g. satellite dishes, radio and television aerials, telephone cable and internet
connected services (and associated wiring)”*

From images provided by the engineer, the fuse box (and associated wiring) for Mr H's home provides for over 240 volts. I've considered Mr H's point that it doesn't mean his property is using more than 240 volts. But this isn't a persuasive argument for me to conclude that Aviva should therefore meet his claim.

Aviva previously provided assistance in August 2023 as a goodwill gesture. In a letter to Mr H dated 14 September 2023, Aviva advised that the engineer informed Mr H in August 2023 that the fuse box wasn't covered under the policy as it was a 3 phase board for 400 volts. So I think Mr H was reasonably aware from September 2023 about the limited cover available to him under the policy.

So, putting all of the information together, I think Aviva's decision to reject Mr H's claim was reasonable and in line with the policy.

I think the engineer who attended and the agents Mr H spoke to when querying his claim could have been clearer sooner about Aviva's decision and why. For the distress and inconvenienced caused by this poor communication, I think Aviva should pay Mr H £100.

My final decision

My final decision is that I uphold this complaint in part. I require Aviva Insurance Limited to pay Mr H £100 compensation for the distress and inconvenience caused by its poor communication.

Aviva Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr H accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 29 November 2024.

Geraldine Newbold
Ombudsman