

The complaint

Mr A has complained about how Aviva Insurance Limited (Aviva) dealt with a claim under a home emergency policy.

References to Aviva include companies working on its behalf.

What happened

Mr A contacted Aviva to send an engineer when an external security light stopped working at his property. Aviva sent an engineer, who said he could fit a new light. However, Mr A didn't want the engineer to fit it because new holes would need to be drilled into the wall. The engineer said Mr A could provide his own light fitting if he preferred and that could then be fitted.

Mr A complained to Aviva. When Aviva replied, it didn't uphold the complaint. It said the engineer had offered a replacement part. The policy didn't say it would offer a like for like replacement. The engineer had advised that if Mr A wanted a like for like part, he could buy it himself and Aviva would come back and fit it.

So, Mr A complained to this Service. Our Investigator didn't uphold the complaint. She said the engineer had offered a light fitting in line with the terms and conditions of the policy. The policy said replacement parts would be a standard alternative. Mr A was also advised that he could provide a like for like replacement which Aviva would then fit. She said Aviva has dealt with the claim reasonably and didn't need to do anything further.

Mr A didn't agree. He said he didn't need a like for like replacement, but he didn't think Aviva should drill holes in his wall unless it made good any damage to his walls. He also said the light fitting offered couldn't have the bulb replaced. So, if the unit failed more drilling would be required, making more holes in the wall. He didn't think that was acceptable. So, the complaint was referred to me.

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. I will explain why.

The policy said it covered failed security lighting and garden lighting. It's my understanding that Mr A's external security light had failed. The engineer found that the whole light unit had to be replaced. The policy said:

"Where we replace parts, these will be [the company's] approved standard alternatives. They will not necessarily be identical, the same make and model or same type of fitting."

So, I think the policy was clear that parts would be standard ones chosen by Aviva and wouldn't necessarily be identical, including the type of fitting. It's my understanding that the

part offered was a standard external security light. Mr A didn't agree to it being fitted because the fitting was a different size, which required new holes to be drilled, and the whole unit would need to be replaced if the bulb failed. However, I haven't seen evidence that persuades me that what Aviva offered wasn't a standard part or wasn't fit for purpose. It was different to what Mr A currently had, but the policy didn't say it would provide an identical replacement.

The policy also had a general exclusion for like for like replacement parts, but said:

"Our engineer can fit an alternative part supplied by you (so long as it complies with British Standards and regulations) ... however this will not be guaranteed by us."

The engineer told Mr A he could provide his own light and Aviva would fit it. So, I also think Mr A was given the option to provide a light of his choosing if he preferred. But Aviva didn't have to provide a light of Mr A's choosing, it just had to provide a standard alternative to the one that needed to be replaced. From what I've seen, that is what Mr A was offered.

I'm also aware Mr A has told this Service that Aviva should have to make good any damage caused by fitting the new light. If Mr A allows the light to be fitted and he isn't satisfied with how it is done, he can complain to Aviva about that.

Based on everything I've seen, I don't uphold this complaint or require Aviva to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 26 November 2024.

Louise O'Sullivan
Ombudsman